AI-14777 **6.B.**

Membership Dues - So.Tx. Co. Judges & Comm.

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 2009 membership dues in the amount of $ 300.00 to the South Texas County Judges' & Commissioners' Association

BACKGROUND

9-1100-413-30-115-017-0-810

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-810

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

BUDGETARY IMPACT:

Available balance as of 03/27/09.

Attachments

Link: dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/26/2009 02:45 PM	APRV
2	Roland Garcia	Rolando Garcia	03/27/2009 01:50 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Monica Badillo Started On: 03/26/2009 02:34 PM

Final Approval Date: 03/27/2009

South Texas County Judges' & Commissioners' Association

Debbie Gonzales Ingalsbe, President
Hays County Commissioner, Pct. 1
111 E. San Antonio St., Ste. 304 · San Marcos, TX 78666
Phone: (512) 393-2243 · Fax: (512) 393-2250
debbiei@co.hays.tx.us

Roger C. Galvan, 1st Vice President
Calhoun County Commissioner, Pct. 1
P.O. Box 595 · Port Lavaca. TX 77979
Phone: (361) 552-9242 · Fax: (361) 553-8734
ccpct1@cableone.net

J.D. Salinas, 2nd Vice President
Hidalgo County Judge
P.O. Box 1356 · Edinburg, TX 78540
Phone: (956) 318-2600 · Fax: (956) 318-2699
Jd.salinas@hidalgocountyjudge.com

January 29, 2009

The Honorable Elizabeth "Liz" Sumter
Hays County
111 E. San Antonio St., Ste. 300
San Marcos, TX 78666

RE: 2009 Annual Membership Dues
South Texas County Judges' and Commissioners' Association

Dear Judge Sumter,

Enclosed is the registration form for the 2009 Annual Membership Dues to the South Texas County Judges' and Commissioners' Association. Registration dues are due back by March 13, 2009.

The 2009 conference will be held in South Padre Island, June 8th through the 11th. Registration packets will be forthcoming. If you would like to reserve a sleeping room, please contact Vedette Garza at the South Padre Island Convention Center at (800) 657-2373.

Please call me at (512) 393-2243 if you have any questions or comments.

Sincerely,

Debbie Gonzales Ingalsbe
Hays County Commissioner, Pct. 1
President STCJCA

HIDALGO COUNTY
BUDGET OFFICE
2009 MAR 25 AM 9 41

Enclosure

2009 ANNUAL MEMBERSHIP DUES TO THE SOUTH TEXAS COUNTY JUDGES' AND COMMISSIONERS' ASSOCIATION

COUNTY: Hidalgo County

County Judge: JD Salinas III

Commissioner Precinct 1 Sylvia S. Handy

Commissioner Precinct 2 Hector 'Tito" Palacios

Commissioner Precinct 3 Joe M. Flores

Commissioner Precinct 4 Oscar Garza, Jr.

Dues for the Year 2009 are due by March 13, 2009.

Amount: $300.00

Please make check payable to South Texas County Judges' and Commissioners' Association.

Please mail to: Debbie Gonzales Ingalsbe, Hays County Commissioner, Pct. 1
President
South Texas County Judges' and Commissioners' Association
111 E. San Antonio Street, Suite 304
San Marcos, Texas 78666

AI-14713 **6.C.**

Census 2010 Committee Appointment

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and appointment of Census 2010 Committee Members

BACKGROUND

Two (2) members each from each Court Member

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 06:51 AM	APRV
2	Sylvia Solis	Sylvia Solis	03/25/2009 02:52 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW
Form Started By: Monica Badillo			Started On: 03/24/2009 02:05 PM	
Final Approval Date: 03/27/2009				

AI-14697 **8.A.**

Claim/Invoice for TxDPS

CC REGULAR

Date:	03/31/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoice after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

Vendor	Invoice Date	Amount
Texas Department of Public Safety	02/10/09	$316.92

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1252-412-00-270-012-0-342

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

BUDGETARY IMPACT:

Available Balance as of 3-24-09 $801.76.

Attachments

Link: TDPS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/24/2009 10:06 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/24/2009 11:58 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Nelda Olivarez — Started On: 03/24/2009 07:55 AM

Final Approval Date: 03/27/2009

AGENCY 405
TEXAS DEPARTMENT OF PUBLIC SAFETY
Narcotics Service
PO BOX 4087
AUSTIN, TX 78773-0434

INVOICE

Hidalgo County - HIDTA
3100 South Closner (Foxtrot Building)
Edinburg, Texas 78539

Invoice #	200962012	RTI #	900027	Date	02/10/09
Check or Warrant #		Date Paid		Date Due	03/12/09

SERVICE DATE	DESCRIPTION OF SERVICE	QUANTITY	UNIT PRICE	AMOUNT
December 1-31, 2008	USERS FEE : T-1 LINE	1		$316.92
	9-1252-412-00-270-012-0-342			
			TOTAL AMOUNT DUE	$316.92

COMMENTS: Make checks payable to the Texas Department of Public Safety.
Please write Budget 73015 on the check and the check # on this invoice.
For any questions concerning this invoice call 1-800-247-TNIS.

RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE

AI-14701 **9.A.**

Testing lab - Elsa Treatment Plant

CC REGULAR

Date: 03/31/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting authorization to advertise for bids for the demolition of Imhoff tank and construction of new testing lab at the Elsa Wastewater Treatment Plant, an Urban County Program Year 18 & 21 (2005 & 2008) Water/Sewer improvement project. Project engineer is J.E. Saenz & Associates.

BACKGROUND

The Urban County Program is proposing to demolish the existing Imhoff tank and construct a new testing lab to include all related appurtenances for project completion to meet TCEQ requirements. The Urban County Program will utilize City of Elsa allocation from Year 18 (2005) and Hidalgo County Precinct No. 1 (Elsa) allocation from Year 21 (2008), Water/Sewer improvements funds. Plans and specifications have been completed and approved by the City of Elsa.

FUNDS AVAILABLE:	**FY**	**Fund Name**
$ 121,793.64	FY 18-2005	City of Elsa Water/Sewer Improvements funds
$ 282,011.00	FY 21-2008	Hidalgo County Precinct No. 1 (Elsa) Water/Sewer Improvements funds
Total Funds Available: $403,804.64		

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds Available:	
$121,793.64	FY 18-20005 City of Elsa Water/Sewer Improvements funds
$282,011.00	FY 21-2008 Hidalgo County Pct. 1- Elsa Water/Sewer Improvments funds
Total Funds Available: $403,804.64	

Attachments

Link: Wastewater treatment imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 06:48 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/26/2009 09:02 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Estella Webber Started On: 03/24/2009 10:01 AM

Final Approval Date: 03/27/2009

CITY OF ELSA

March 16, 2009

Antonio "Tony" Barco via fax only: 956 787 5291
Manager
Hidalgo County Urban Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Year XVI Water / Sewer Improvements
New Building Lab

Dear Mr. Barco:

Please proceed with the advertisement for bids on the design plans submitted by J. E. Saenz And Associates, Inc. on the aforementioned.

Thank you for your prompt attention and your full cooperation in this endeavor.

Sincerely,

JUAN CEDILLO
City Manager

cc: Lupita V. Garcia, UCP Coordinator

City's approval of plans.

MAR 16 2009

P. O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

AI-14750 **9.B.**

Engineering svcs - City of La Joya Water Imp.

CC REGULAR

Date:	03/31/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services in connection with Hidalgo County Urban County Program Year 21 (2008) for Water Improvement Planning in the City of La Joya.
2. Presentation of the scoring grid (of at least three (3) Engineering firms from the County's approved "pool" as graded and evaluated by the City of La Joya) for the purposes of ranking by Commissioners' Court in connection with an Urban County Program Water Improvement Planning project in the City of La Joya.
3. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of La Joya Water Improvement Planning project.

BACKGROUND

The City of La Joya has graded three engineering firms from the County's approved "pool". Halff Associates, S&B Infrastructure, Ltd. and L&G Engineering were rated for the 2008 Water Improvement Planning for the City of La Joya. See attached Grading-Scoring Grid for your review.

Funds Available: $52,011.00 Year 21 (2008) La Joya Planning funds

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County funds

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be used.

Funds Available: $52,011.00 Year 21 (2008) La Joya Planning funds

Attachments

Link: engineering grid

Link: Grading Info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	03/26/2009 08:47 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/26/2009 09:35 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Estella Webber Started On: 03/25/2009 03:52 PM

Final Approval Date: 03/27/2009

City of La Joya
Engineering Services
Planning
Year 21 (2008)
Grading-Ranking Grid

Criteria	S&B Infrastructure, Ltd.			L&G Engineering			Halff Associates, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	18	18	N/A	15	15	N/A	16	16	N/A
Experience of Project Team	20	20	N/A	17	20	N/A	16	15	N/A
Experience/ Availability of Project Manager	18	20	N/A	17	15	N/A	17	15	N/A
Understanding of Project	25	20	N/A	18	17	N/A	17	20	N/A
Familiarity with Applicable Rules & Regulations	9	10	N/A	9	6	N/A	8	8	N/A
TOTALS	90	88	N/A	76	73	N/A	74	74	N/A
AVERAGES	178÷2=89			149÷2=74.50			148÷2=74		
RANKING									

Grader #1 Mike Alaniz

Grader #2 Leopoldo Obregon

Grader #3 n/a

SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: La Joya Master Plan UCP Year (2008)

Department: City of La Joya

Name of Firm: S&B Infrastructure, LTD

Date of Evaluation: March 9, 2009

Evaluator's Name: Mike Alaniz, City Administrator

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	18

Comments/Rationale for Points: Firm has knowledge of the process and did the original Planning & Zoning currently used.

2. Experience of Project Team	25	20

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Mr. Dario Guerra has over 20 years of experience in water & wastewater infrastructure. Experienced Staff.

3. Experience/Availability of Project Manager	20	18

Comments/Rationale for Points: Firm is always available to assist the City.

4. Understanding of Project	25	25

Comments/Rationale for Points: Firm has knowledge of all city's infrastructure

5. Familiarity with Applicable Rules and Regulations	10	9

Comments/Rationale for Points: Firm has two former TCEQ employees in their staff.

Total Score 90

SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: La Joya Master Plan UCP Year (2008)

Department: City of La Joya

Name of Firm: S&B Infrastructure, LTD

Date of Evaluation: March 9, 2009

Evaluator's Name: Leopoldo Obregon, Public Works Director

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	18

Comments/Rationale for Points: Mr. Dario Guerra has worked with this firm over twenty five years in water and wastewater drainage

2. Experience of Project Team	25	20

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: S&B Infrastructure has worked with City for approximately ten years and demonstrates team support.

3. Experience/Availability of Project Manager	20	20

Comments/Rationale for Points: Mr. Guerra is always available at anytime his assistance is requested and is also knowledgeable of the City Water, Sewer and Utilities.

4. Understanding of Project	25	20

Comments/Rationale for Points: Firm has knowledge of all city's needs in infrastructure, etc.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Firm has two former TCEQ employees in their staff.

Total Score 88

SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: La Joya Master Plan UCP Year (2008)

Department: City of La Joya

Name of Firm: L & G Engineering

Date of Evaluation: March 9, 2009

Evaluator's Name: Mike Alaniz, City Administrator

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	15

Comments/Rationale for Points: Environmental Testing and knowledge in TxDot Projects.

2. Experience of Project Team	25	17

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Experience in Road Way alignment stigmatic drainage

3. Experience/Availability of Project Manager	20	17

Comments/Rationale for Points: Limited to TxDot work and procedures

4. Understanding of Project	25	18

Comments/Rationale for Points: Limited

5. Familiarity with Applicable Rules and Regulations	10	9

Comments/Rationale for Points: Limited

	Total Score	76

SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: La Joya Master Plan UCP Year (2008)

Department: City of La Joya

Name of Firm: L & G Engineering

Date of Evaluation: March 9, 2009

Evaluator's Name: Leopoldo Obregon, Public Works Director

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	15

Comments/Rationale for Points: They are known for County & TxDot Roadway designs

2. Experience of Project Team	25	20

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Experience in Road Way alignment stigmatic drainage

3. Experience/Availability of Project Manager	20	15

Comments/Rationale for Points: Limited to TxDot projects

4. Understanding of Project	25	17

Comments/Rationale for Points: Limited to TxDot Projects

5. Familiarity with Applicable Rules and Regulations	10	6

Comments/Rationale for Points: Limited to TxDot Projects

Total Score 73

SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: La Joya Master Plan UCP Year (2008)

Department: City of La Joya

Name of Firm: Hallf & Associates

Date of Evaluation: March 9, 2009

Evaluator's Name: Mike Alaniz, City Administrator

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	16

Comments/Rationale for Points: Firm is known for geo-technical and environmental testing

2. Experience of Project Team	25	16

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Experienced in Geo-Technical

3. Experience/Availability of Project Manager	20	17

Comments/Rationale for Points: Worked with Hallf & Assoc. through Urban County

4. Understanding of Project	25	17

Comments/Rationale for Points: Once again, through Urban County projects they were involved with Geo-Technical and Environmental projects

5. Familiarity with Applicable Rules and Regulations	10	8

Comments/Rationale for Points: Firm has an experience and supporting Staff

Total Score 74

SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: La Joya Master Plan UCP Year (2008)

Department: City of La Joya

Name of Firm: Hallf & Associates

Date of Evaluation: March 9, 2009

Evaluator's Name: Leopoldo Obregon, Public Works Director

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	16

Comments/Rationale for Points: Firm conducts Geo Technical and environmental testing

2. Experience of Project Team	25	15

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Experienced in Geo-Technical

3. Experience/Availability of Project Manager	20	15

Comments/Rationale for Points: Have worked with Hallf & Assoc. in projects with Urban County

4. Understanding of Project	25	20

Comments/Rationale for Points: Firm works with Urban County projects and are involved with Geo-Technical and Environmental projects

5. Familiarity with Applicable Rules and Regulations	10	8

Comments/Rationale for Points: Firm has a supporting staff

Total Score 74

AI-14707 **9.C.**

Subr Agreement - City of Mission - Boys & Girls Club

CC REGULAR

Date: 03/31/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the City of Mission - Boys & Girls Club of Mission (Youth Services) in the amount of $9,260.00 for Urban County Program Year 21 (2008).

BACKGROUND

Funding will be utilized for the reimbursement of salaries for program leader(s) and/or unit director who will provide direct services to the youth. Services will be solely provided at the Jessie Jensen Unit. (See the attached Exhibits)

Subrecipient:	City of Mission - Boys & Girls Club of Mission
Individual Agreement amounts:	Hidalgo County Precinct #3 $ 9,260.00
Total Funding Amount:	$ 9,260.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County funds

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Total Agreement Amount: $9,260.00

Funds Available: $9,260.00

Attachments

Link: exhibits

Link: Sub. Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 10:01 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/25/2009 01:45 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Estella Webber — Started On: 03/24/2009 01:33 PM

Final Approval Date: 03/27/2009

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Educational, recreational and social activities, homework mentoring, after school arts and crafts program, and outdoor recreation.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ **9,260.00** Awarded By: **Precinct 3**

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries for program leaders providing direct services.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Youth development programs

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Provide continued educational, recreational and social activities for the youth

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Estimated number of students to be serviced is approximately 110, serving low to moderate income residents of the rural Pct 3 area

Section VII List all of the locations with physical address where the service(s) will be provided.

5 ¼ Mile and Glasscock Road – Jensen Elementary

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
1. Personnel – 6 part-time employees to work 20 hours Per week for 9 weeks	$ 8,200
2. Fringe Benefits for 6 part-time employees for FICA @ 7.65% (Social Security, Medicare and Workers Comp.)	$ 1,060
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 9,260.00**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2009 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April	**4,630.00**	**Salaries & Benefits**
May	**4,630.00**	**Salaries & Benefits**
TOTALS:	**$9,260.00**	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2009 - 2009 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April	110	educational, recreational and social activities for the youth
May	110	educational, recreational and social activities for the youth
Total:	110	

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and City of Mission hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A "Statement of Work"**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A "Statement of Work"** for and in consideration of payment in the amount of $9,260.00**,** and as delineated in **Exhibit B-1 "Grant Budget"** and **B-2 "Payment Schedule"**.

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C "Schedule of Activity"** of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full 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 **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the audit and **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***i.e., timely submittal of monthly reports***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and City of Mission.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A**.

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A**.

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

CITY OF MISSION
Boys & Girls Club
1201 E. 8th Street
Mission, TX 78572

Phone # (956) 580-8662
Fax # (956) 580-8768

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: **City of Mission**
Address: **1201 E. 8th Street**
City/State/Zip: **Mission, TX 78572**
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Norberto Salinas, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this 25th day of March , 2009.

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Educational, recreational and social activities, homework mentoring, after school arts and crafts program, and outdoor recreation.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$ **9,260.00** Awarded By: **Precinct 3**

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries for program leaders providing direct services.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Youth development programs

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Provide continued educational, recreational and social activities for the youth

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Estimated number of students to be serviced is approximately 110, serving low to moderate income residents of the rural Pct 3 area

Section VII List all of the locations with physical address where the service(s) will be provided.

5 ¼ Mile and Glasscock Road – Jensen Elementary

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
1. Personnel – 6 part-time employees to work 20 hours Per week for 9 weeks	$ 8,200
2. Fringe Benefits for 6 part-time employees for FICA @ 7.65% (Social Security, Medicare and Workers Comp.)	$ 1,060
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 9,260.00**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 9 - 200 9 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April	**4,630.00**	**Salaries & Benefits**
May	**4,630.00**	**Salaries & Benefits**
TOTALS:	**$9,260.00**	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 9 - 2009 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July		
August		
September		
October		
November		
December		
January		
February		
March		
April	110	educational, recreational and social activities for the youth
May	110	educational, recreational and social activities for the youth
Total:	110	

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities

- **Number of persons assisted with New Access to service**

- **Number of persons assisted with Improved Access to service**

- **Number of low-mod beneficiaries served**

- **Ethnic Data**

- **Number of persons served living with a disability**

- **Number of female head of households served**

- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

- Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-14705 **9.D.**

Contract - Sewer line project, City of Weslaco

CC REGULAR

Date:	03/31/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated Material Testing professional service contract with Raba-Kistner Consultants, Inc. in the amount of $ 7,529.00 utilizing Year 21 (2008) funds for a Water/Sewer improvement project (installation of Sewer line on alley between Calle Del Cedro & Las Palmas) within the City of Weslaco.

BACKGROUND

The City of Weslaco requested authorization to negotiate a Material Testing service contract with Raba-Kistner Consultants, Inc. for the Water/Sewer Improvement Project. A best and final offer was submitted by Raba-Kistner Consultants, Inc. in the amount of $7,529.00. The improvements will allow for the installation of rehabilitated sewer lines in the alley between Calle Del Cedro and Las Palmas in Weslaco. See attached scope of services and best and final offer letter from Raba Kistner.

Contract Amount:	$ 7,529.00
Funds Available:	$115,515.81 (2008 - FY 21) Water/Sewer Improvements funds

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Contract Amount: $7,529.00
Funds Available: $115,515.81 (2008- FY 21) Water/Sewer Improvement funds

Attachments

Link: Service Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 06:48 AM	APRV

2	Veronica Lopez	Veronica Lopez	03/25/2009 01:43 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Estella Webber Started On: 03/24/2009 12:52 PM

Final Approval Date: 03/27/2009

March 19, 2009

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

Mr. Anthony Covacevich, City Manager
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

Re: Construction Materials Observation & Testing Services
Water & Sewer Improvements from Los Toritos Street to Hidalgo Street
Weslaco, Hidalgo County, Texas

Dear Mr. Covacevich:

Raba-Kistner Consultants, Inc., (R-K), has provided a proposal to perform construction materials observation and testing services to the City of Weslaco on an on call basis for the above referenced project. The proposal is dated March 06, 2009, and is R-K Proposal number PMD09-071-01. The estimated cost of services as indicated in this proposal is $ 7,529.00. This amount constitutes the best and final offer by **Raba-Kistner Consultants, Inc.**

We thank you for the opportunity to be a member of the project team on this important project. If you should have any questions pertaining this matter or if we may be of additional assistance please do not hesitate to call.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

Freddy Benn
for Dennis Charkow
Supervisor, CME

Copies submitted: Above (1)

• • • •

CONTRACT AGREEMENT FOR ENGINEERING SERVICES

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

Raba-Kistner Consultants, Inc.

PREPARED ON (3-31-09)

For

GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES

(WESLACO – Year 21 (2008) WATER/SEWER IMP.

at Alley Between Del Cedro & Las Palmas Street

CONTRACT AGREEMENT
FOR
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES
WELSACO- YEAR 21, (2008) Water/Sewer Imp.
At alley between Del Cedro & Las Palmas Street.
HIDALGO COUNTY-URBAN COUNTY PROGRAM

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on **March 31st**, in the year **2009**, between **County of Hidalgo-Urban County Program**, hereinafter called the **Client**, and **Raba-Kistner Consultants, Inc.** hereinafter called the **Laboratory**, for **Geotechnical and Construction Materials Testing Services**, hereinafter called the **Services**.

Hidalgo County-Urban County Program 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.

The **Laboratory** 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 **Laboratory** 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 **Laboratory** 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 **Laboratory** 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.

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.

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 **Laboratory** shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees for Professional Services."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – LABORATORY SHALL:

1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County –Urban County Program as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Laboratory**, lie within the technical and professional area of expertise of the **Laboratory** and which **Laboratory** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-Client or its authorized representative shall:

2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.

2.2 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.

2.3 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.

2.4 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Laboratory**.

3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

The **Laboratory** shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

4.1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to Hidalgo County-Urban County Program.

4.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4.3 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;

4.4 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.

4.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

4.6 Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for Payment,** the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement,** the **Laboratory** shall proceed with work, only as authorized by the **Client** through a formal **NOTICE TO PROCEED.**

6.1 The **Agreement,** including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory.**

6.2 The **Agreement** shall remain in force for the duration of the project from the date this agreement is signed by all parties.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement.** Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

LABORATORY:

Dennis C. Charkow

Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501

CLIENT:

Diana R. Serna, UCP Director

Hidalgo County-Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

APPROVED AS TO FORM:

BY: STEVE CRAIN- ATLAS & HALL
DATE: : 2-19-2008

Proposal No. PMD09-071-01 (Revised)
March 06, 2009

ATTACHMENT "A"

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

Mr. Anthony Covacevich, City Administrator
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

Re: Construction Materials Engineering and Testing Services
Water & Sewer Improvements from Los Toritos Street to Hidalgo Street
Weslaco, Hidalgo County, Texas

Dear Mr. Covacevich:

Raba-Kistner Consultants, Inc., (R-K), is pleased to have been selected to provide Construction Materials Engineering and Testing Services for the above-referenced project.

Our opinion of probable cost of services for this project is $ 7,529.00. This amount should not be considered a maximum but is our estimate of the probable costs associated with implementing the work outlined on Page 4 of this document. The Contractor's means/methods, sequencing, and scheduling can significantly impact our estimate of the probable cost.

Included with this letter is our priced proposal giving the observation/testing item, a brief description and unit fee for each service, estimated item quantities, and cost extensions. Our proposed scope of services and estimated item quantities are based upon our review of the project plans and specifications received by our office on Wednesday, February 25, 2009, from S & B Infrastructure, LTD., the project's engineering firm. The scope and quantity of services provided will be dependent upon services actually required by you, your representatives, the design team and/or the General Contractor and its Subcontractors. Charges will be assessed only for actual services rendered. All services authorized or requested by you, your representatives, the design team and/or the General Contractor and its Subcontractors in excess of quantities for 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 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 the contract upon acceptance will be performed in Bexar County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that 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 a signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein.***

Best regards,

RABA-KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME

Approved by: Buddy de la Rosa, R.PH.
(Signature)

Attachments: Basic Charges
I – Standard Terms and Conditions
II –Schedule of Fees

Approved by: Buddy de la Rosa, R.PH.
(Print or Type Name)

Date: 3-20-09
ATTEST:

Amanda C. Elizondo, CITY SECRETARY

PLEASE FILL OUT FOR DISTRIBUTION OF TYPED REPORTS

COMPANY	CONTACT	ADDRESS	PHONE	FAX

PLEASE INDICATE NAME OF RESPONSIBLE PARTY FOR PAYMENT FOR THE ABOVE SERVICES:

PRINTED NAME			
COMPANY NAME			
COMPANY ADDRESS			
CITY, STATE, ZIP			
PHONE NUMBER		FAX:	
DATE			

APPROVED AS TO FORM:

Ramon Vela, CITY ATTORNEY

ATTACHMENT "B"

Construction Materials Engineering and Testing Services
Water & Sewer Improvements from Los Toritos Street to Hidalgo Street
Weslaco, 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) ..... 1.25 hour(s)

   Vehicle Trip Charge ..... $ 29.75\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 appraised 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
Water & Sewer Improvements from Los Toritos Street to Hidalgo Street
Weslaco, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	$ 202.50	ea.	3	$ 607.50
5VR8G	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$ 73.50	ea.	3	$ 220.50
5WKR8	3	Sieve Analysis -200	$ 49.50	ea.	2	$ 99.00
5WKR5	4	Sieve Analysis - Flexible Base Material	$ 49.50	ea.	1	$ 49.50
5QT00	5	Technician Time – Sampling	$ 43.25	hr.	8	$ 346.00
5QOMO	6	Nuclear Field Density Tests	$ 18.50	ea.	33	$ 610.50
5QT05	7	Technician Time – Density Testing	$ 43.25	hr.	33	$ 1,427.25
5QFXE	8	Concrete Compressive Strength Tests	$ 13.50	ea.	30	$ 405.00
5QT06	9	Technician Time – Concrete Testing	$ 43.25	hr.	12	$ 519.00
5QBT0	10	Air Content of Concrete	$ 25.25	ea.	6	$ 151.50
5Q055	11	Technician Time – Pick-Up of Specimen(s)	$ 43.25	hr.	6	$ 259.50
5RT01	12	Vehicle Travel Charge	$ 29.75	trip	42	$ 1,249.50
Q401	13	Asphaltic Concrete Laydown Observation	$ 49.50	hr.	4	$ 198.00
5UIBMH	14	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$ 248.75	ea.	2	$ 497.50
5UBSO	15	Maximum Theoretical Specific Gravity of Asphalt	$ 102.25	ea.	2	$ 204.50
5Z512	16	Project Administration (Markup of Invoiced Billing Cycle)	10%			$ 684.48
Estimated Total Cost of Services						$ 7,529.23

~~ATTACHMENT I~~

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Consultants (SW), Inc.; Raba-Kistner-Brytest, 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

PERSONNEL:

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.

City of Weslaco

"The City on the Grow"

Buddy de la Rosa, Mayor
John F. Cuellar, Mayor Pro-Tem, Dist. 2
Soyla R. Gonzalez, Commissioner, Dist. 1
Rene Rodriguez, Jr., Commissioner, Dist. 3
Adrian Gonzalez, Commissioner, Dist. 4
Lupe V. Rivera, Commissioner, Dist. 5
Patrick B. Kennedy, Commissioner, Dist. 6

Anthony Covacevich, City Manager

CERTIFICATE

I, Amanda C. Elizondo, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their Regular Meeting of March 17, 2009 approved the scope of service and engineering fees from Raba-Kistner Consultants, Inc. for testing services for the Sewer Line Improvements Project at the alley between Calle Las Palmas and Calle del Cedro from Toritos Street to Southside of Cavazos Park in the amount of $7,529.00, funding source Urban County Program Year 21 (2008). That such action of the Weslaco City Commission is recorded in Volume 46 of the Weslaco Minute Book.

DATED this 20th day of March, 2009.

CITY OF WESLACO

Amanda C. Elizondo
City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 20th day of March, 2009 and that the above facts are true and correct to the best of her knowledge.

Melissa T. Rodriguez, Notary Public
My Commission expires: 06/19/12

MELISSA T RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-19-2012

STATE OF TEXAS COUNTY OF HIDALGO

AI-14708 **10.A.**

Scholarship Fund - UTPA

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Cari Lambrecht
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

1. Discussion and action on the creation of a scholarship for Hidalgo County employees and their dependents at the University of Texas-Pan American
2. Authorization to create a fund to be maintained by the University and to transfer funds currently held by STC into this account
3. Setting the amount of scholarship and award period
4. Authorizing the use of optional payroll deduction

BACKGROUND

Cari will provide backup at later date.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be transferred from STC to UTPA. UTPA will maintain funds.

Account to be created by Auditor's Office.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 06:49 AM	APRV
2	Roland Garcia	Rolando Garcia	03/27/2009 01:40 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Monica Badillo — Started On: 03/24/2009 01:38 PM

Final Approval Date: 03/27/2009

AI-14712 **10.B.**

Proclamation-CASA

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Soila Garcia
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Proclamation proclaiming April 2009 as Child Abuse Prevention and Awareness Month - Soila Garcia, CASA

BACKGROUND

Candlelight Vigil - April 2nd

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 06:51 AM	APRV
2	Roland Garcia	Rolando Garcia	03/27/2009 07:19 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Monica Badillo — Started On: 03/24/2009 01:51 PM

Final Approval Date: 03/27/2009

PROCLAMATION

***WHEREAS*, Nearly 41,591 cases of child abuse and neglect were confirmed in Texas in Fiscal year 2008; and**

***WHEREAS*, In Hidalgo County Child Protective Services had 5,474 investigations of child abuse and neglect in Fiscal Year 2008; and**

***WHEREAS*, Of those cases investigated for abuse and neglect, a total of 2,,819 were confirmed as victims of child abuse and neglect; and**

***WHEREAS*, Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and**

***WHEREAS*, Communities must make every effort to promote programs that benefit children and their families; and**

***WHEREAS*, Effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and**

***WHEREAS*, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment;**

***NOW, THEREFORE*, the Commissioners Court of Hidalgo County, do hereby proclaim the month of April 2009 to be *Child Abuse Awareness and Prevention Month* in Hidalgo County, Texas, and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.**

Dated this 31st day of March, 2009.

_____

J. D. Salinas, III
Hidalgo County Judge

_____	_____
Sylvia S. Handy	**Hector "Tito" Palacios**
Commissioner Pct. 1	Commissioner Pct. 2
_____	_____
Joe M. Flores	**Oscar Garza Jr.**
Commissioner Pct. 3	Commissioner Pct. 4

AI-14729 **11.A.**

Planning Department

CC REGULAR

Date:	03/31/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat
a. Camino Real Subdivision – Pct. 3 (Campbell Patton)
b. Mission Valley Estates – Pct. 3 (Humberto Fasel)
c. Bon Viejo Phase 2 Subdivision – Pct. 4 (Becky Bonham)
d. Laguna Ranch Subdivision – Pct. 1 (Jaime Leal)
e. Sibley Haven Subdivision – Pct. 1 (Irasema Trevino)
f. Diana Cardenas Estates – Pct. 3 (Diana G Cardenas)
g. Urbano Villarreal Subdivision –Pct. 3(Urbano Villarreal)
h. Villegas Subdivision – Pct. 4 (Carlos Villegas)
i. Estate One Subdivision – Pct. 1 (Rosa Campos)
j. Canuck Village Subdivision – Pct. 1 (Paul Daniec)

2. Final Approval of Subdivision Plat
a. La Frontera Estates Phase III – Pct. 1 (Allen Cohrs)
b. Carolina No. 1 Subdivision – Pct. 3 (Juan Pena Jr.)
c. Carolina No. 2 Subdivision – Pct. 3 (Juan Pena Jr.)
d. Ash Subdivision – Pct. 1 (Roger Beethel)
e. Franco Reyes Acres Subdivision – Pct. 4 (Ramon Reyes)

3. Final Approval of Subdivision Plat with Financial Guarantee
a. ECISD Middle School No. 6 –Pct. 4(E.C.I.S.D.)
b. San Jose Ranch Subdivision – Pct. 4 (Marcus Barrera)

BACKGROUND

Fiscal Impact

Attachments

Link: Camino Real;Preliminary

Link: Camino Real;Plat

Link: Mission Valley Estates;Preliminary

Link: Mission Valley Estates;Plat

Link: Bon Viejo Ph 2;Preliminary

Link: Bon Viejo 2;Plat
Link: Laguna Ranch;Preliminary
Link: Laguna Ranch;Plat
Link: Sibley Haven;Preliminary
Link: Sibley Haven;Plat
Link: Diana Cardenas;Preliminary
Link: Diana Cardenas;Plat
Link: Urbano Villarreal;Preliminary
Link: Urbano Villarreal;Plat
Link: Villegas;Preliminary
Link: Villegas;Plat
Link: Estate One;Preliminary
Link: Estate One;Plat
Link: Canuck Village;Preliminary
Link: Canuck Village;Plat
Link: La Frontera Estates 3;Final
Link: La Frontera Estates 3;Plat
Link: Carolina No 1;Final
Link: Carolina No 1;Plat
Link: Carolina No 2;Final
Link: Carolina No 2;Plat
Link: Ash Subdivision;Final
Link: Ash;Plat
Link: Franco Reyes;Final
Link: Franco Reyes;Plat
Link: ECISD School 6;Final
Link: ECISD No 6;Plat
Link: San Jose Ranch;Final
Link: San Jose Ranch;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 01:51 PM	APRV
2	Dale Kennan	Dale Kennan	03/26/2009 10:12 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Nora Cavazos — Started On: 03/25/2009 12:55 PM

Final Approval Date: 03/27/2009

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Camino Real Subdivision– Pct. 3**
Preliminary Approval

Camino Real Subdivision is a thirty five (35) lot subdivision located on the Northeast corner of Tom Gill Road and Rodriguez Street.

The proposed Subdivision lies within the City of Penitas E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 11, 2008. The proposed subdivision lies within a Zone "X- not shaded" as per FEMA's FIRM.

The proposed subdivision plat will dedicate 22.22 feet on Tom Gill Road and 6.39 feet on Rodriguez Street of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Isidoro E. Gomez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by Agua Supply Corporation. There is an existing eight (8) inch waterline on the Tom Gill Road that will serve as the primary source of water for the proposed development.

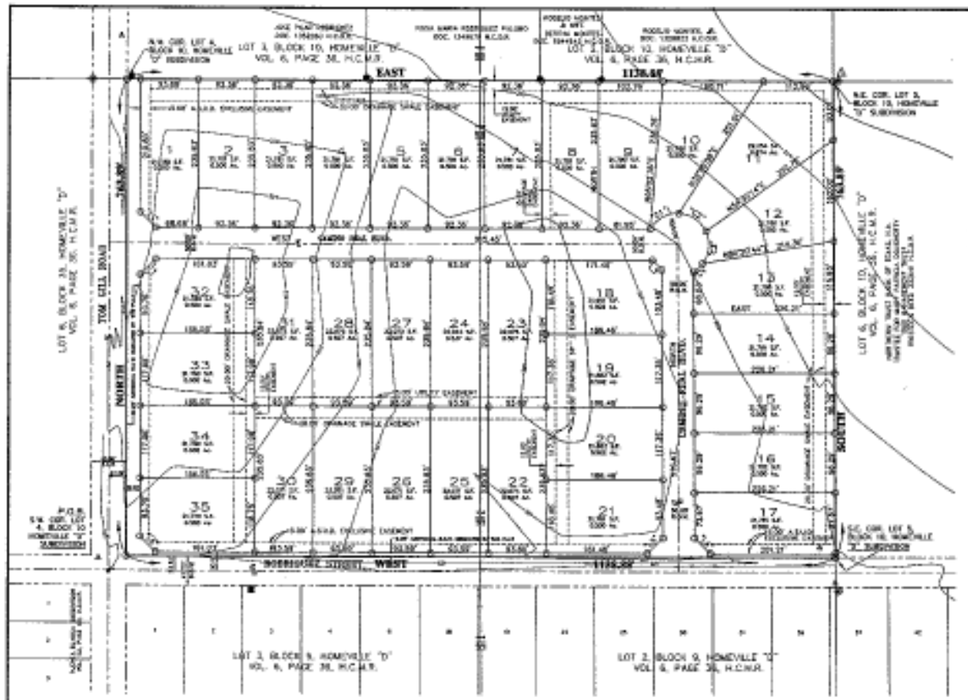
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Penitas.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Camino Real 4th Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-02-08	JRT
A	**2ND SHEET COMMENTS:** Please correct all misspell word on the water and OSSF engineering Spanish report. Please refer to the Hidalgo County engineering report sample format as a guide.		
B	All final construction cost estimates, and 30 year letter agreement amount paid to A.S.U.D. shall reflect on the final original plans.		
C	Please submit the fallowing items prior to preliminary approval. 1. N.O.I 2. Utility letter from developer 3. Preliminary approval from the city of Peñitas P&Z and city council.		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		



NOTES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 19.872 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OF LOTS 4 AND 5, BLOCK 10, OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGE 36, HIDALGO COUNTY MAP RECORDS, SAID 19.872 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" REBAR SET AT THE SOUTHWEST CORNER OF SAID LOT 4, FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, NORTH ALONG THE WEST LINE OF SAID LOT 4 & THE EAST RIGHT-OF-WAY LINE OF TOM GILL ROAD, A DISTANCE OF 740.89 FEET TO A ½" REBAR SET AT THE NORTHWEST CORNER OF SAID LOT 4 FOR THE NORTHWEST CORNER OF THIS TRACT;

2. THENCE, EAST ALONG THE NORTH LINE OF SAID LOTS 4 AND 5, AT A DISTANCE OF 990.41 FEET PASS THE NORTHEAST CORNER OF SAID LOT 4, THE NORTHWEST CORNER OF SAID LOT 5, CONTINUE A TOTAL DISTANCE OF 1128.68 FEET TO A ½" REBAR SET AT THE NORTHWEST CORNER OF SAID LOT 5 FOR THE NORTHEAST CORNER OF THIS TRACT;

3. THENCE, SOUTH ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 740.89 FEET TO A ½" REBAR SET ON THE NORTH RIGHT-OF-WAY LINE OF HIDALGUEJO STREET AT THE SOUTHEAST CORNER OF SAID LOT 5, FOR THE SOUTHEAST CORNER OF THIS TRACT;

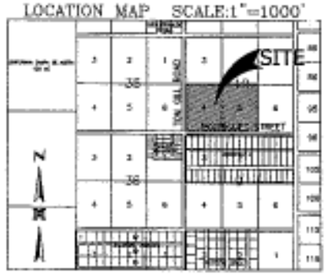
4. THENCE, WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF DOOLEY STREET AND THE SOUTH LINE OF SAID LOTS 4 AND 5, AT A DISTANCE OF 990.44 FEET PASS THE SOUTHWEST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF SAID LOT 4, CONTINUING A TOTAL DISTANCE OF 1,128.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.872 ACRES OF LAND, MORE OR LESS.

SUBDIVISION PLAT OF:

CAMINO REAL

BEING A RESUBDIVISION OF 19.872 ACRES, SITUATED IN THE C.S.J. OF THE CITY OF PENITAS, COUNTY OF HIDALGO, TEXAS, BEING ALL OF LOTS 4 AND 5, BLOCK 10, OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D" OF PORCION 78, AS RECORDED IN VOLUME 6, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOCATION MAP SCALE:1"=1000'



PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CAMPBELL PATTON	2424 SENDERO	MERCEDES, TX 78570	(956) 665-6737	
ENGINEER:	FRED L. KIRCHI	113 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1009
SURVEYOR:	FRED L. KIRCHI	113 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1009

INDEX TO SHEET OF CAMINO REAL:

SHEET 1:
HEADING, INDEX, LOCATION MAP, MAP, LOTS, STREETS, EASEMENT LAYOUT AND ETC. PRINCIPAL CONTACTS, DESCRIPTION (NOTES AND BOUNDS), ENGINEER'S & SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, ENGINEER'S CERTIFICATION, HIDALGO COUNTY HEALTH DEPARTMENT APPROVAL, HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT APPROVAL, H.C.I.D. No. 1 APPROVAL, DRAINAGE DISTRICT APPROVAL, CERTIFICATE, DRAINAGE SWALES NOTE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

SHEET 2: MAP OF WATER DISTRIBUTION SYSTEM AND OSSF ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION, DRAINING REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, AND ENGINEERING CERTIFICATION, REVISION NOTES.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE CONSTRUCTION DETAILS MAP OF DRAINAGE DESIGN.

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

SUBDIVISION IS LOCATED IN THE EXTRATERRITORIAL AREA OF HIDALGO COUNTY, ON THE NORTHEAST CORNER OF THE INTERSECTION OF TOM GILL ROAD AND HUISACHE STREET. THE NEAREST MUNICIPALITY IS THE CITY OF PENITAS (POPULATION 11,663). COMMERCIAL FACILITIES IN THE RURAL AREA OF THE COUNTY, AND IT IS WITHIN THE 5-MILE OF PENITAS EXTRATERRITORIAL JURISDICTION (ETJ) (MOST LOCAL GOVERNMENT CODE § 42.021, THIS SUBDIVISION IS LOCATED WITHIN PRECINCT NO. 2.

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
113 W. McINTYRE 2107 N. F.M. 3167
EDINBURG, TX 78541 MERCEDES, TX 78570
PH: (956) 381-0981 PH: (956) 565-6335
FAX: (956) 381-1009 FAX: (956) 565-6311
CERTIFICATE NO. 11672 www.meldenandhunt.com

Work for: CAMINO R.E.	DATE: 10-15-09
SURVEYED: ENGINEER BY:	DATE:
Final Check:	DATE:

LEGEND

- ● FOUND ½" IRON ROD
- ▲ FOUND RAILROAD SPIKE
- △ SET ½" IRON ROD
- ⊡ SET ½" IRON ROD WITH PLASTIC CAP STAMPED "MELDEN & HUNT"
- ⊕ FOUND IRON PIPE

BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE (4205), NORTH AMERICAN DATUM OF 1983 (NAD 83).

SCALE: 1"=100'

I, FRANK FLORES, HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY PLAN FOR CAMINO REAL IN HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES, WAIVES AND WARRANTS POTABLE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THIS SUBDIVISION ARE MET. WATER METERS ARE RANDOMLY AVAILABLE FOR TWO PURPOSES, UPON COMPLETION OF ALL WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

MR. FRANK FLORES, GENERAL MANAGER
AGUA SPECIAL UTILITY DISTRICT

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT, CAMINO REAL, WAS HEREIN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PENITAS, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

PLANNING AND ZONING COMMISSION OF THE CITY OF PENITAS, TEXAS AND

DATE THIS _____ DAY OF _____, 20__.

_____
CHAIRMAN

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PENITAS, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREIN BY APPROVAL IS REQUIRED.

_____
MAYOR, CITY OF PENITAS, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
"L1"	S45°00'00"W	35.36'
"L2"	N45°00'00"W	35.36'
"L3"	S45°00'00"W	35.36'
"L4"	N45°00'00"W	35.36'
"L5"	S45°00'00"W	35.36'
"L6"	N45°00'00"W	35.36'

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD	BEARING
"C1"	89°31'38"	54.42'	58.00'	35.05'	52.72'	S00°15'49"W
"C2"	89°31'38"	54.42'	58.00'	35.05'	54.77'	N89°31'49"E
"C3"	89°31'38"	54.42'	58.00'	35.05'	54.77'	N89°31'49"E
"C4"	10°59'08"	76.08'	88.00'	19.14'	75.97'	N89°00'21"E

PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
THIS PROPERTY LIES WITHIN ZONE "A" (NO SHADING), ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0005B, MAP REVISED JUNE 6, 2000.
FLOOD ZONE "X" (NO SHADING) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
THE AREAS WITHIN THE DRAINAGE SWALE EASEMENTS AND THE STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE CORAL FLOOD PLAIN ADMINISTRATOR IDENTIFY NO OTHER AREA WITHIN THE SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED, UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTION 4001 THROUGH 4127).

2. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH AND MOST LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 1 THROUGH 24. ANY CHANGE FROM ONE LOT, MULTIFAMILY OR COMMERCIAL SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATION FOR CONSTRUCTION IS REQUIRED PRIOR TO OCCUPYING THE LOT.

3. SETBACKS:
FRONT : 25' FOR INTERIOR STREETS OR DRIVEWAY FOR EASEMENT.
REAR : 10' OR MORE NOT TO EXCEED 15'.
SIDE : 6' OR EXCEPTION PER EASEMENT.
SIDE CORNER : 10' OR GREATER FOR EASEMENTS.
GARAGE : 20' OR GREATER FOR EASEMENT.

4. MINIMUM FINISH FLOOR ELEVATION NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF ROAD ELEVATION FROM THE CENTER OF THE LOT OR 18 INCHES ABOVE NATURAL GROUND ELEVATION, WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD AREA AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY FIRE HOSE FLOOR ELEVATIONS. FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
BASE FLOOD ELEVATION:

5. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1, AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT SHALL BE REQUIRED TO RETAIN A TOTAL OF 40.077 CUBIC FEET (0.919 ACRE-FEET), EACH LOT (40 L.F. (ETJAN 1,534 CUBIC FEET OF STORM WATER RUNOFF. DETAILS ABOUT DRAINAGE RETENTION, IN ACCORDANCE WITH THE LOCAL REQUIREMENTS, ARE INCLUDED IN DRAINAGE STATEMENT.

6. BENCH MARK NOTE:
BENCH MARK#1: (FOUND ALUMINUM MONUMENT LOCATED AT THE SOUTHEAST CORNER OF 3 MILE LINE ROAD AND SOWA ROAD, ELEV. 101.16, NAVD 88.

BENCH MARK #2: (SET COTTON PICKER SPINDLE SET AT NORTHWEST INTERSECTION OF TOM GILL ROAD AND 3 MILE LINE ROAD, ELEV. 101.49, NAVD 88.

BENCH MARK #3: (MAGNESIA DISK IN CONCRETE LOCATED AT THE SOUTHWEST CORNER OF LOT 17 OF THIS SUBDIVISION, ELEV. 101.49, NAVD 88.

7. NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, OUTBUILDINGS, SHEDS, GARAGES, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 10 INCHES MATURE, WOODY, GROWING COVER CRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

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

9. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF FOR ANY LOTS. THE LOT PURCHASER IS RESPONSIBLE FOR THE MAINTENANCE OF THE OSSF.

A. SEPTIC SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY, ETC.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE REQUIRED MINIMUM OF 21,780 SQ. FT. OF LOT AREA WITH A POTABLE WATER SUPPLY.

C. SEPTIC SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE HIDALGO COUNTY HEALTH DEPARTMENT. EXCEPTS LOT 8A, ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION, AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

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

11. CAMPBELL PATTON, THE OWNER AND SUBDIVIDER OF "CAMINO REAL" HEREBY AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL HAVE A MINIMUM WIDTH OF 15 FEET, AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER DESCRIBED AN EASEMENT.

13. EACH PURCHASER/GRANTEE MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWAGE, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14. ANY OFF-STREET PARKING LOT LINE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLUMBING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL OR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF THE BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER PLAN OR LIGHT CULVERNOSE SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH THE COUNTY AND STATE STANDARDS.

15. NO ACCESS SHALL BE ALLOWED FROM LOTS 1, 23 AND 35 DIRECTLY TO TOM GILL ROAD & FROM LOTS 17 AND 21 ONTO RODRIGUEZ STREET.

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KIRCHI, A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE CAMINO REAL WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEB. 16, 2008 AND THAT PROPER MONUMENTS OF THE CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

FRED L. KIRCHI, PE & R.P.L.S. NO. 4700
MAP NUMBER: 480334 11A, DATED: MARCH 14, 2000
F-2141 PG 99-102 JLS No.08007.00
T-1.09 "B", PG 45-47 SURVEY No. 08800.10

FRED L. KIRCHI 4700 LICENSED PROFESSIONAL ENGINEER

FRED L. KIRCHI 5416 REGISTERED PROFESSIONAL LAND SURVEYOR

PLANNING DEPARTMENT APPROVAL

THIS PLAT OF CAMINO REAL HAS BEEN REVIEWED AND CONSIDERED BY THE PLANNING DEPARTMENT OF THE CITY OF PENITAS, TEXAS AND IS HEREBY APPROVED BY SUCH DEPARTMENT.

PLANNING DEPARTMENT OF THE CITY OF PENITAS, TEXAS AND

DATE THIS _____ DAY OF _____, 20__.

_____
DIRECTOR

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

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

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS THE SUBDIVISION OF THE CAMINO REAL SUBDIVISION TO THE CITY OF PENITAS AND WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND TO ALL THE PLEDGES THEREIN EXPRESSED. I UNDERSTAND THAT ANY PROPERTY SHOWN AS BEING DEDICATED TO THE PUBLIC USE, THE STREETS, PARKS, AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.003 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 MONUMENTS SHOWN ON THIS PLAT ARE TRUE AND CORRECT.

_____
CAMPBELL PATTON
2424 SENDERO
MERCEDES, TEXAS 78570

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CAMPBELL PATTON, KNOWN TO ME THROUGH THE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, PROVED TO ME THROUGH THE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.003 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF CAMINO REAL HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT DOES NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE SYSTEM 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 HAVE SUCH DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

HIDALGO COUNTY,
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF CAMINO REAL WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON:

_____ _____
HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR DATE

HIDALGO COUNTY,
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT OF CAMINO REAL WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON:

_____ _____
HIDALGO COUNTY ASSISTANT LOCAL REGISTRAR DATE

DRAINAGE SWALES

ALL LOTS IN CAMINO REAL ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM AND INTO IN CAMINO REAL IN THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREA. EACH OWNER OF CAMINO REAL SUBDIVISION THEIR HEIRS AND ANY SUBSEQUENT OWNERS OF THE REAL PROPERTY DESIGNATED ON THIS SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT"), AND EMPLOYEES, THEY SHALL HAVE BY ALLOCATION OR ANY OTHER INTEREST PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM ANY LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DESCRIBED ON THIS SUBDIVISION PLAT AND NO OTHER ASSESSMENT FOR DRAINAGE OF THE LOTS CONTAINING CAMINO REAL SUBDIVISION PROVIDED BY ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION ACCEPTABLE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN CAMINO REAL SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT IS HEREBY GRANTED THE RIGHT AND THE AUTHORITY, BUT NOT THE OBLIGATION, TO INSPECT AND MAINTAIN THE DRAINAGE SWALES, PURSUANT TO SAID PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

SHEET 1 OF 3 SHEETS

SHEET 1 OF 3 SHEETS

I:\PROJECTS\Penitas\2009\27 CAMINO REAL\dwg\BASE.dwg, 10/15/2009 2:35:17 PM, dhp

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Mission Valley Estates Subdivision – Pct. 3**
Preliminary Approval

Mission Valley Estates is a fifty two (52) lot subdivision located between SH 107 and Mile 7 ½ Road approximately 400 feet East of Stewart Road.

The proposed Subdivision lies within the City of McAllen E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 27, 2006. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 7 ½ Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Raul Palma, P.E. and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing eight (8) inch waterline on S.H. 107 that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of McAllen.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Mission Valley Estates 6th Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-10-09	JRT
A	**1ST SHEET COMMENTS:** PLAT NOTES: *(add the following plat note)* 25] As per local government code requirements, sanitary sewer must be connected to a residence prior to the county processing a final clearance for a water meter. A sewer tap inspection shall be provided from the entity service provider prior to receiving a clearance for water meter(s).		
B	**2ND SHEET COMMENTS:** (topography and drainage layout) Only show one notary public certification acknowledgments for the subdivider certificate and statement.		
C	**3RD SHEET COMMENTS:** (water and OSSF engineering report) Please show the 15' SWSC exclusive easement with recorded document along the north side of 7 ½ mile line road for the installation of the 8" water line.		
D	WATER ENGINEERING REPORT: 1. On first paragraph; mention that there is also an existing 8" water line on the west right of way line of Stewart Rd.		
E	OSSF ENGINEERING REPORT: 1. Make sure that soil report coincides with original soil analyses evaluation report. 2. Make sure you provide a 60 day time period before the expiration date of the original letter of credit to give the developer the opportunity to renew the his letter of credit if in any case not all the OSSF have been installed.		
F	All modification on water and OSSF engineering report need to reflect on Spanish engineering report version.		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		

MISSION VALLEY ESTATES SUBDIVISION

DATE OF PREPARATION: MARCH 4, 2009

A 33.58 ACRE TRACT OF LAND BEING 5.62 ACRES OUT OF LOT 491, AND 27.76 ACRES OUT OF LOT 501, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

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

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY ACKNOWLEDGE

STATE OF TEXAS – CITY OF MCALLEN
PLAT APPROVAL CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

LIMITED IRRIGATION DISTRICT CERTIFICATE

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

STATE OF TEXAS – COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE

STATE OF TEXAS – COUNTY OF HIDALGO

STATE OF TEXAS – COUNTY OF HIDALGO

NOTES AND BOUNDS

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT:
2. SETBACKS:
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCE:
4. MINIMUM FINISH FLOOR NOTE:
5. ALL PUBLIC UTILITIES DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15 FEET AS PER THE UNIFORM COUNTY MODEL SUBDIVISION RULES BY SECTION 212.901 PLAT DEVELOPER AND OWNERS COVENANT THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SAID REQUIRED RIGHT-OF-WAY EASEMENT.
6. BENCHMARK
7. DRAINAGE
8. SIDEWALKS
9. WATER AND SEWER SERVICE
10. THERE ARE NO WATER WELLS WITHIN THIS TRACT FROM THE BOUNDARIES ON THIS SUBDIVISION.
11. UNLESS OTHERWISE NOTED, THE PERIMETER BOUNDARY LINE OF THE ENTIRE SUBDIVISION OF MISSION VALLEY ESTATES, PERTAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED LOOP ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
12. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, GROSS, SHRUBS, TREES, AND OTHER PLANTINGS WHICH MAY INTERFERE WITH THE OPERATIONS OF UTILITIES. LOCAL TRUCK TRAFFIC SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO SHRUBS, TREES, AND OTHER PLANTINGS WHICH ARE REMOVED OR DAMAGED DURING CONSTRUCTION, MAINTENANCE AND OPERATION OF THEIR RESPECTIVE FACILITIES. EACH PROPERTY OWNER SHALL PROVIDE ADEQUATE MEANS OF WATER SERVICE TO THE METER LOCATION AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE SERVICE LINE FROM THE METER TO THE PREMISES SERVED. NO BUILDING OR OTHER STRUCTURE SHALL BE PLACED OVER WATER OR SEWER EASEMENTS OR RIGHT-OF-WAY, NOR SHALL ANY MATERIAL OR EQUIPMENT BE STORED OR ANY ACTIVITY OCCUR WHICH MIGHT DAMAGE OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THE UTILITY SYSTEM WITHIN THE EASEMENTS. THE UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID EASEMENTS FOR PURPOSES OF CONSTRUCTION, OPERATION, MAINTENANCE, REPLACING, CHANGING SIZE OF, REMOVING OR REPAIRING ANY OF THE FACILITIES WITHIN THE EASEMENTS.
13. A 6' FOOT SIDEWALK WILL BE REQUIRED ALONG ALL INTERIOR STREETS AT BUILDING PERMIT STAGE BY WHO (LOT OWNER/DEVELOPER) TO BE MAINTAINED BY MISSION VALLEY ESTATES SUBDIVISION HOMEOWNER'S ASSOCIATION.
14. AN ELEVATED DRAINAGE PLAN FOR THE LOT SHALL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR ANY PURCHASER LOTS WHICH AGREED BY THE CITY OF MCALLEN.
15. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO LIMITED IRRIGATION DISTRICTS, AND THE DISTRICT ALLOWS ANY OTHER UTILITIES OF USE WITHOUT EXPRESS APPROVAL.
16. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY LINES, POLES, OWN SYSTEMS OR OR-BY USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
17. NO PERMANENT STRUCTURES (TEMPORARY FENCES, AN EXCEPTION OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED ON THAT PART OF ANY DISTRICT EASEMENT OR RIGHT OF WAY UNLESS APPROVED BY DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
18. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.
19. THE ENTRANCE GATES AND STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. MAILS AND GOVERNMENTAL EMPLOYEES.
20. NO ACCESS TO 7 1/2 MILE SHALL BE ALLOW FOR LOTS 20-33 (THE DEVELOPER WILL NOTIFY LOT PURCHASER OF THIS RESTRICTION UPON SALE OF LOT)
21. STREET LIGHTS AND SIGNS ARE TO BE INSTALLED BY DEVELOPER.
22. THE DRAINAGE SWALE WITH THE 5' EASEMENT LINE THAT CONNECTS TO THE R.O.W. CULVERT AT THE INTERSECTION OF S.H. 107 ROADSIDE DITCH WILL BE MAINTAIN BY THE HOMEOWNER'S ASSOCIATION.
23. THE 6' WIDE PRIVACY FENCE ALONG REAR LOT WILL BE CONSTRUCT AT THE TIME OF BUILDING PERMIT STAGE WITH THE EXCEPTION OF THE PERIMETER OF THE SUBDIVISION BOUNDARY. THE FENCE FOR EACH LOT WILL BE CONSTRUCT DURING THE TIME OF BUILDING PERMIT STAGE.
24. THE HOMEOWNER'S ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, TEXAS HARMLESS AND INDEMNIFY SAID COUNTY FROM ANY AND ALL CLAIMS ARISING FROM THE CONSTRUCTION OR ACCESSIBILITY OF THE PRIVATE STREETS, PRIVATE SIDEWALK, AND PRIVATE STREET LIGHTS.
25. ELEVANCE FOR WATER METERS: SEE ATTACHMENTS
26. A 6' BUFFER DESIGN FENCE WITH CHAIN GUARDS SHALL BE INSTALLED BY THE DEVELOPER ON THE WEST SIDE OF THE 10' UNITED IRRIGATION DISTRICTS EXCLUSIVE EASEMENT ALONG LOTS 23-28 AND THE SOUTH LINE OF AN EXCLUSIVE EASEMENT ALONG LOTS 28 AND 29.

LOCATION OF SUBDIVISION PLAT REFERRED TO THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF A MUNICIPALITY

MISSION VALLEY ESTATES SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY, AND IS LOCATED ON THE WEST SIDE OF HIDALGO COUNTY, ON THE SOUTH SIDE OF 7 1/2 MILE ROAD, AND APPROXIMATELY 480 FEET EAST OF THE INTERSECTION OF 7 1/2 MILE ROAD AND STEWART ROAD. THE ONLY CITY WITHIN ETJ IS THE CITY OF MCALLEN ACCORDING TO THE U.S. CENSUS BUREAU, THE 2000 POPULATION ESTIMATE IS 106,414. MISSION VALLEY ESTATES SUBDIVISION LIES WITHIN MCALLEN'S 2 MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

INDEX TO SHEETS OF MISSION VALLEY ESTATES SUBDIVISION

SHEET 1: ADDING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP, LOT, STREET, AND EASEMENT LAYOUT, DEDICATION (METES AND BOUNDS), ENGINEER'S AND SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION, SHARYLAND WATER SUPPLY CORPORATION APPROVAL CERTIFICATE, COUNTY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES, CITY CERTIFICATION AND ATTESTATION.

SHEET 2: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES, TYPICAL DETAILS, LOT DETAIL, BRUSHING DESCRIPTION OF DRAINAGE SYSTEM, SUBDIVISION CERTIFICATE & SIGNATURES.

SHEET 3: FINAL ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/DRAINAGE AND ENGINEER'S CERTIFICATIONS (ENGLISH AND SPANISH VERSIONS), PRINCIPAL CONTACTS, COST ESTIMATE, DRAINAGE REPORT

SHEET 4: KEYMAP, SHEET INDEX



SUBDIVISION PLAT OF
MISSION VALLEY ESTATES SUBDIVSION
A 33.58 ACRE TRACT OF LAND BEING 5.62 ACRES OUT OF LOT 491, AND 27.76 ACRES OUT OF LOT 501, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

RIO DELTA ENGINEERING
821 S. 10TH AVENUE
EDINBURG, TEXAS, 78539
(TEL) 956-380-5152 (FAX) 380-5663

PROJECT	MISSION VALLEY ESTATES
SHEET NAME	PLAT SHEET 1
	McALLEN, TEXAS
DESIGN	AR
DRAWN	AR
CHK	GILBERT GUERRA
TRACING	J.M. GONZALEZ
DATE	MARCH 4, 2009
PROJECT	SUB 04 056
SHEET NO	1 OF 4.

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Bon Viejo Phase 2 Subdivision– Pct. 4**
Preliminary Approval

Bon Viejo Phase 2 Subdivision is a twenty one (21) lot subdivision located on the South side of Mile 13 North Rd approximately ½ mile West of FM 493.

The proposed Subdivision lies within the City of Donna E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 20, 2008. The proposed subdivision lies within a Zone "C- no shading" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty five (25) feet on Mile 13 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Raul Palma and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 13 North Road that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Bon Viejo Phase II 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-10-09	JRT
A	**1ST SHEET COMMENTS:** Label the existing drain ditch row width along the south side of this subdivision. Label who is the owner and provided recorded document number.		
B	Provide the Hidalgo County Chief Inspector certification signature block. PLAT NOTES: 14] Please delete this plat note because it does not apply to this subdivision plat. No commercial will be allowed in any subdivision lot.		
C	Please verify the entire drawing measurements because not all dimensions coincide with assign scale.		
D	Make sure all lots measure ½ acres.		
E	Please provide bearing for lot corner clip on lot 9.		
F	**2ND SHEET COMMENTS:** OSSF ENGINEERING REPORT: 1. Make sure that soil report coincides with original soil analyses evaluation report. 2. Make sure you provide a 60 day time period before the expiration date of the original letter of credit to give the developer the opportunity to renew the his letter of credit if in any case not all the OSSF have been installed.		
G	All modification on water and OSSF engineering report need to reflect on Spanish engineering report version.		
H	**3RD SHEET COMMENTS:** Provide discharge cross section detail to drain ditch.		

DATE OF PREPARATION: FEBRUARY 18, 2009

BON VIEJO SUBDIVISION PHASE II

A 13.64 ACRE TRACT OF LAND OUT THE WEST 20 ACRES, BLOCK 97, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B", HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS OF HIDALGO COUNTY, TEXAS

SCALE:1"=60'

BON VIEJO SUBDIVISION PHASE I
VOLUME 36, PAGE 139
HIDALGO COUNTY MAP RECORDS

SOUTH 1320.00'

NORTH 1320.00'

EAST 450.00'

WEST 450.00'

℄ MILE 13 NORTH

℄ VIEJO DRIVE
(50.00' (R.O.W.))
1,835.00'

EXIST. NORTH R.O.W.

EXIST. SOUTH R.O.W.

EXISTING SOUTH R.O.W.

25.00' ADDITIONAL R.O.W. (DEDICATED BY THIS PLAT)

30.00' EXISTING R.O.W.

15.00' ELECTRICAL & UTILITY EASEMENT

15.00' DETENTION SWALE EASEMENT

15.00' N.A.W.S.C. EXCLUSIVE EASEMENT

15.0'x15.0' CORNER CLIP (N49°00'00"E)

25.0'x25.0' CORNER CLIP (N49°00'00"W)

93.00' R.O.W.

15.00' DRAINAGE EASEMENT

POLK - DONNA IRRIGATION DISTRICT DRAINAGE R.O.W. (Dedicated by this plat)

DRAIN DITCH

LOT	AREA	ACRES
1	24,187.500 SQFT	0.560 ACRES
2	23,000.000 SQFT	0.505 ACRES
3	22,000.000 SQFT	0.505 ACRES
4	22,000.000 SQFT	0.505 ACRES
5	22,000.000 SQFT	0.505 ACRES
6	22,000.000 SQFT	0.505 ACRES
7	22,000.000 SQFT	0.505 ACRES
8	22,000.000 SQFT	0.505 ACRES
9	24,414.199 SQFT	0.560 ACRES
10	22,907.27 SQFT	0.52 ACRES
11	21,660.63 SQFT	0.50 ACRES
12	32,439.64 SQFT	0.74 ACRES
13	23,001.008 SQFT	0.505 ACRES
14	23,000.000 SQFT	0.505 ACRES
15	22,000.000 SQFT	0.505 ACRES
16	22,000.000 SQFT	0.505 ACRES
17	22,000.000 SQFT	0.505 ACRES
18	22,000.000 SQFT	0.505 ACRES
19	22,000.000 SQFT	0.505 ACRES
20	23,000.000 SQFT	0.505 ACRES
21	24,187.500 SQFT	0.560 ACRES

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD DIRECTION	CHORD
C1	31.42'	20.00'	90°00'00"	20.00'	S45°00'00"E	28.28'
C2	54.98'	35.00'	90°00'00"	35.00'	S45°00'00"E	49.50'
C3	31.42'	20.00'	90°00'00"	20.00'	S45°00'00"E	28.28'
C4	31.42'	20.00'	90°00'00"	20.00'	S45°00'00"E	28.28'

BLOCK 97
BONHAM PROPERTIES, INC.
DOCUMENT # 927885
HIDALGO COUNTY OFFICIAL RECORDS

BLOCK 108 / BLOCK 97 / BLOCK 109 / BLOCK 98

P.O.B. NW COR. BLOCK 97

NORTH ALAMO WATER SUPPLY CORPORATION
RIGHT OF WAY EASEMENT

LEGEND

- ● – FOUND 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- ◎ – FOUND 60-D NAIL
- ⊙ – SET 60-D NAIL
- △ – FOUND CPS
- ▽ – POWER POLE
- ◇ – WATER VALVE
- C.P.S. – CITRON PRIMER SPINDLE
- R.O.W. – RIGHT-OF-WAY
- ESP. – EDGE OF PAVEMENT
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCING
- N.W. – NORTHWEST CORNER
- ng – NATURAL GROUND
- – LOT LINE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
[illegible] PHASE II IS LOCATED WITHIN THE HIDALGO COUNTY PRECINCT No. 4, BY THE EXIST. SIDE OF HIDALGO COUNTY ROAD No. 107 (BLOCK 97 MILE 13) WHICH APPROXIMATELY 2,000 FEET WEST OF INTERSECTION WITH LA BLANCA ROAD, TEXAS MILE. THE DAILY VEHICLE [illegible] THE CITY OF DONNA, ACCORDING TO THE MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE EXTRATERRITORIAL JURISDICTION EXTENDS UP TO 5.0 MI., BON VIEJO SUBDIVISION PHASE II FALLS WITHIN THE MUNICIPALITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE UNDER LOCAL GOVERNMENT CODE § 232.028(a)
I, [illegible] HAVE REVIEWED AND APPROVED THIS PLAT OF BON VIEJO SUBDIVISION PHASE II AND WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT
ON _____ 2009.

HIDALGO COUNTY JUDGE — HIDALGO COUNTY CLERK

RIGHT-OF-WAY DEPARTMENT APPROVAL
I, THE UNDERSIGNED, HEREBY STATE THAT THE PLAT OF BON VIEJO SUBDIVISION PHASE II HAS BEEN REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT
ON _____ 2009

HIDALGO COUNTY R.O.W.-OF-WAY DIRECTOR — DATE

HEALTH DEPARTMENT APPROVAL
I, THE UNDERSIGNED, HEREBY STATE THAT THE PLAT OF BON VIEJO SUBDIVISION PHASE II HAS BEEN REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT
ON _____ 2009

HIDALGO COUNTY HEALTH DIRECTOR — DATE

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, KEVIN J. BONHAM, OWNER OF BONHAM PROPERTIES, INC., DO HEREBY CERTIFY THAT I AM THE OWNER OF THE TRACT OF LAND AS DESCRIBED IN THE SUBDIVISION PLAT AND DESIGNATED HEREON AS BON VIEJO SUBDIVISION PHASE II, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, AND THAT I DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS SHOWN HEREON.

WE HEREBY STATE THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(1) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(2) SEWER CONNECTIONS TO THE LOTS OR SEPTIC SYSTEMS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(3) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(4) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I, [illegible] AUTHORIZED TO SUBDIVIDE THE LAND AS SHOWN HEREON.

[signature]
KEVIN J. BONHAM, OWNER
BON VIEJO SUBDIVISION PHASE II
901 W. EL RANCHO AVE.
WESLACO, TX 78596

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED KEVIN J. BONHAM KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19TH DAY OF FEBRUARY 2009

[signature]
NOTARY PUBLIC

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE
I, THE UNDERSIGNED, A DULY APPOINTED ENGINEER OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HEREBY CERTIFY THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION STRICTLY WITH THE DRAINAGE REQUIREMENTS OF THE DISTRICT ADOPTED AND/OR THOSE REQUIREMENTS ADOPTED BY THE DISTRICT AND APPROVED BY THE DISTRICT'S BOARD OF COMMISSIONERS, AND THAT THE DRAINAGE FACILITIES AND IMPROVEMENTS AND THE DRAINAGE PLAN FOR THIS SUBDIVISION ARE ADEQUATE FOR THE DRAINAGE OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

[signature]
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 ENGINEER — DATE

STATE OF TEXAS – COUNTY OF HIDALGO
CITY OF DONNA APPROVAL CERTIFICATE
WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF BON VIEJO SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED THIS _____ DAY OF _____, 2009.

CHAIRMAN — SECRETARY

CITY MAYOR — SECRETARY

DONNA IRRIGATION DISTRICT HIDALGO COUNTY NO. 1 CERTIFICATE
THIS PLAT IS HEREBY APPROVED BY DONNA IRRIGATION DISTRICT HIDALGO COUNTY NO. 1 DATED THIS _____ DAY OF _____, 2009.

DONNA IRRIGATION DISTRICT HIDALGO COUNTY NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO DISTRICT WILL NOT BE SAT PURCHASED OBLIGATIONS ON THE DISTRICT RIGHT-OF-WAY AND/OR EASEMENTS.

PRESIDENT — SECRETARY

STATE OF TEXAS – COUNTY OF HIDALGO
I, THE UNDERSIGNED, HEREBY SEAL THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION AND DESCRIPTION OF MONUMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS WERE BEEN LOCATED AS INDICATED.

[signature] 2-20-09
REG. PROFESSIONAL LAND SURVEYOR NO. 5371

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

[signature] 2/24/09
GILBERT J. QUIRRA P.E.
REG. PROFESSIONAL ENGINEER NO. 69194

STATE OF TEXAS – COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE
I, _____ COUNTY CLERK OF HIDALGO COUNTY, DO HEREBY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M. ON _____, 2009, AND WAS RECORDED IN BOOK _____ PAGES _____ AND THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___M. ON _____, 2009.

HIDALGO COUNTY CLERK — DATE

METES AND BOUNDS:
A 13.64 ACRE TRACT OF LAND OUT THE WEST 20 ACRES, BLOCK 97, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B", HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 13.64 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A DONNA-POWER SPINDLE FOUND AT THE NORTHWEST CORNER OF SAID BLOCK 97, THENCE EAST ALONG THE CENTERLINE OF MILE 13 NORTH A DISTANCE OF 331.00 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF BEGINNING AND NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, CONTINUING EAST, WITH THE NORTH LINE OF SAID BLOCK 97 AND CENTERLINE OF SAID MILE 13 NORTH, A DISTANCE OF 450.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH, ALONG THE WEST BOUNDARY LINE OF BON VIEJO SUBDIVISION PHASE I, RECORDED IN VOLUME 36, PAGE 139, HIDALGO COUNTY MAP RECORDS, AT 15.00 FEET PASS A 1/2 INCH IRON ROD SET AT THE EXISTING SOUTH R.O.W. LINE OF MILE 13 NORTH, AT 1296.00 FEET PASS A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF BON VIEJO PHASE I SUBDIVISION AND THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH, ALONG THE WEST LINE OF SAID BLOCK 97, A DISTANCE OF 450.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH, ALONG THE SOUTH LINE OF SAID BLOCK 97, A DISTANCE OF 450.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, WEST, PARALLEL TO THE NORTH LINE OF SAID BLOCK 97, AT 15.00 FEET PASS A PAGE A 1/2 INCH IRON ROD SET FOR THE NORTH BOUNDARY LINE OF AN ADDITIONAL 75.00 FEET DRAINAGE R.O.W.-OF-WAY (DEDICATED BY THIS PLAT), AT 1,296.08 FEET PASS A 1/2 INCH IRON ROD SET AT THE EASTERLY SOUTH RIGHT-OF-WAY LINE OF MILE 13 NORTH, AT 1,331.00 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 13.64 ACRES OF LAND MORE OR LESS.

LOT RESTRICTIONS

(a) ANY SINGLE FAMILY RESIDENCE, MUST INCLUDE NO LESS THAN 800 SQUARE FEET OF LIVING AREA.

(b) NO CONSTRUCTION OF A TEMPORARY CHARACTER, SUCH AS A TENT, SHED OR OTHER BUILDING SHALL BE ALLOWED TO REMAIN ON THE PROPERTY AT ANYTIME AS A PERMANENT RESIDENCE.

(c) NO EXISTING HOUSE, MOBILE HOME, OR BUILDING SHALL BE MOVED ONTO THE PROPERTY UNLESS IT SHALL BE ESTABLISHED THAN ONE (1) YEARS OLD.

(d) NO SIGNS OR BIDS SHALL BE KEPT, PLACED, OR POSTED ON THE PROPERTY EXCEPT ONE (1) LAWYER'S SIGN WITH SHALL NOT BE ALLOWED TO RUN MORE NO MORE THAN THREE (3) OF ANY KIND SHALL BE ALLOWED ON THE LOT.

(e) SELLERS OR OWNERS OF ADJACENT PROPERTY SHALL HAVE THE RIGHT AT LAW OR IN EQUITY TO ENFORCE THESE COVENANTS AGAINST ANY OWNER OR PERSON IN PERSON OR ANY COVENANT, EITHER TO RESTRAIN VIOLATIONS OR RECOVER DAMAGES.

(f) NO OUTDOOR TOILETS SHALL BE PERMITTED.

(g) NO SEPTIC TANKS NEED PRIVATELY SIGN OF TEXAS AND ALL SEWAGE SHALL BE DISPOSED OF SATISFACTORILY.

(h) ALL BUILDINGS MUST BE SET BACK AT LEAST 50 FEET FROM THE FRONT OF THE PROPERTY LINE OR FEET FROM ALL CORNER BOUNDARIES.

(i) NO OBNOXIOUS OR OFFENSIVE ACTIVITY SHALL BE ALLOWED ON ANY LOT.

(j) NO BUSINESS MAKING THE SALE OF ALCOHOLIC BEVERAGES FOR OR PREMISES CONSUMPTION MAY BE APPROVED BY THE HOA/DEPT.

(k) ALL BUILDING CODE AND HEALTH REGULATIONS OF HIDALGO COUNTY, TEXAS MUST BE COMPLIED WITH WHEN ANY IMPROVEMENTS ARE PLACED ON THE PROPERTY.

PRINCIPAL CONTACTS

NAME	ADDRESS	PHONE & FAX
OWNER: BONHAM PROPERTIES, INC.	901 W. EL RANCHO AVE. WESLACO, TX 78596	(956) 565-6661 FAX: 447-4333
ENGINEER: GILBERT J. QUIRRA P.E.	921 SOUTH 10TH ST. EDINBURG, TX 78539	(956) 380-5152 FAX: 380-5083
SURVEYOR: JOSE MARIO GONZALEZ	801 N. EXPY. BAITO EDCOUCH MONEY ALSO, TX 78538	(956) 380-5152 FAX: 380-5116

SHEET 1: [illegible]
SHEET 2: [illegible]
SHEET 3: [illegible]



LOCATION MAP
SCALE: 1" = 1000'

GENERAL PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" (AREAS OF MINIMAL FLOODING) (NO SHADING)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-WIDE, NFIC, HIDALGO COUNTY
EFFECTIVE DATE: NOVEMBER 19, 1982
THIS AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE OUT OF THE 100-YEAR FLOOD PLAIN.
COMMUNITY-WIDE, NFIC, HIDALGO COUNTY, EFFECTIVE DATE: NOVEMBER 19, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO AREAS WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING COMPLIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968
(42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. ELEVATIONS
DATUM: [illegible]
FROM: [illegible]
TO: [illegible]
BENCH MARK: [illegible]

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
APPROVED FINAL CONSTRUCTION AND GRADING PRIOR TO OCCUPYING THE LOT

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY THAT FINISH FLOOR ELEVATIONS MEET MINIMUM REQUIREMENTS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARKS (BMs): THE FOLLOWING BENCHMARKS ARE LOCATED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. NO. 1: ELEVATION=[illegible] N.A.V.D. 88; DESCRIPTION: 60-D NAIL SET AT THE NORTHWEST CORNER OF BON VIEJO PHASE I SUBDIVISION, SAME POINT BEING THE NORTHWEST CORNER OF THIS TRACT OF LAND.

B.M. NO. 2: ELEVATION=[illegible] N.A.V.D. 88; DESCRIPTION: TOP OF 60-D NAIL SET AT TOP OF CURB ALONG THE WEST BOUNDARY LINE OF BON VIEJO PHASE I SUBDIVISION AND THE EAST BOUNDARY LINE OF THIS TRACT OF LAND.

B.M. NO. 3: ELEVATION=[illegible] N.A.V.D. 88; DESCRIPTION: TOP OF EXISTING VALVE, LOCATED ALONG THE NORTH SIDE OF DEAD END, APPROXIMATELY 20.00 FEET FROM THE EAST BOUNDARY LINE OF THIS TRACT OF LAND.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF [illegible] CUBIC FEET OF RUNOFF VOLUME. PER LOT ESTIMATE:

LOT	VOLUME	LOT	VOLUME
[illegible]	[illegible]	[illegible]	[illegible]

DRAINAGE DESCRIPTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED ON PROPOSED DRAINAGE SWALES ON THE LOT WITHIN PROPOSED DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT. (SEE SHEET 2 FOR STORM SEWER IMPROVEMENTS.)

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OF PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT SHOWN HEREON. SWALE EASEMENTS ARE TO BE KEPT CLEAR OF FENCES, LANDSCAPING, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD HINDER/OR IMPEDE THE DESIGNATED FLOW OF STORM WATER RUNOFF. NO OBSTRUCTIONS SHALL BE PERMITTED WITHIN THE LIMITS OF THE SWALES.

8. ON-SITE SEWAGE FACILITIES (OSSF): WITH THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES, IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS. FOR TYPICAL DISPOSAL, THE SUBDIVIDER IS RESPONSIBLE FOR THE PURCHASE AND INSTALLATION OF THE SYSTEM.

9. BASIS OF BEARING IS ASSUMED FROM THE APPROVAL OF DOMESTIC SUPREME DEPT. A SEPARATE PLAN SHALL BE SUBMITTED FOR COMMERCIAL AND MULTI-FAMILY USE.

10. INCH LOT ON THE PLAT DENOTES WITH THE MINIMUM 81/150 GALLONS PER LOT AREA WITH PRIVATE WATER SUPPLY.

11. SEWAGE SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

12. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY HEALTH DEPARTMENT AND EVIDENCE HAS BEEN SUBMITTED TO THE HIDALGO COUNTY HEALTH DEPARTMENT AS SUBMITTED TO THE HIDALGO COUNTY HEALTH DEPARTMENT THE SOILS IN SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAIN FIELD SYSTEM.

13. APPROVED "BASIS" POINT APPLICATION IS REQUIRED, INCLUDING DISPOSAL LOT PLANNING SUITABLE PRIOR TO OCCUPYING A LOT.

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

15. HENRY J. BONHAM AS MANAGER OF BONHAM PROPERTIES, INC., OWNER & DEVELOPER OF BON VIEJO SUBDIVISION PHASE II HEREBY AGREES TO PAY TO DONNA I.S.D. AT THE TIME OF SUBDIVISION PLAT APPROVAL, THE SUM OF $[illegible] PER LOT FOR THE PURPOSES OF INCREASED NOT OTHERWISE EXISTING ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

16. NO STRUCTURE SHALL BE CONSTRUCTED WITH ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, VEGETATION, SHEDS, GARAGES, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LOSS THAN 12" MATURE HEIGHT GRASS), GROUND COVER, DRIVES, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT HINDER OPERATIONS AND MAINTENANCE OF THE EASEMENTS AND DRAINAGE FACILITIES.

17. EACH PURCHASER/OWNER MUST MAKE SURE/WITH A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DISCLOSING SAME AND WHERE WATER SEWER, ELECTRICITY, AND GAS SERVICES WILL BE USED ON THE PROPERTY AT MARTINEZ AS A PURCHASER RESIDENCE.

18. ALL PUBLIC UTILITIES EASEMENTS INDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF [illegible] FEET AS SET FORTH IN THE HIDALGO COUNTY SUBDIVISION ORDINANCE, AS AMENDED, AND SHALL BE DEDICATED EXCLUSIVELY FOR UTILITY AND CONSTRUCTION PURPOSES EXCEPT THAT ALL STREET EASEMENTS SHALL ALSO BE USED FOR INGRESS AND EGRESS TO ABUTTING PROPERTY.

19. ANY DEVELOPMENT PLANS FOR LOTS OVER ONE DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT DRAINAGE SHALL BE ALLOWED UNTIL THE SITE PLAN, DRAINAGE PLAN AND A.D.A.T. PLAN ARE APPROVED AND IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH SUBDIVISION AND SITE ORDINANCE.

20. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

21. ALL CONSTRUCTION SHALL COMPLY WITH DONNA WATER POLLUTION PREVENTION PLAN (SWPP)

22. NO ACCESS EASEMENT SHALL BE ALLOW ON TO LOTS 1 & 21 FROM MILE 13 NORTH ROAD.

RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DESIGN:	ERIC VILLARREAL
DRAWN:	LALO CHAPA
CHECKED:	G.G.
SURVEYED:	M.G.
SCALE:	1"=60'
DATE:	FEBRUARY 18, 2009

ISSUED FOR: REVIEW

PLAT SHEET 1
BON VIEJO PHASE II SUBDIVISION
DONNA 5 MILE ETJ
HIDALGO COUNTY, TEXAS

PROJECT: SUB 07 002

PAGE NO.: 1 OF 3

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Laguna Ranch Subdivision– Pct. 1**
Preliminary Approval

Laguna Ranch is a three (3) lot subdivision located approximately 1828 feet West of Fm 88 on the South side of Charles Green Road.

The proposed Subdivision lies within the Rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 19, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Raul Palma and approved by the Hidalgo County Environmental Health Department.

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

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments and future recommendations by Planning and other departments.

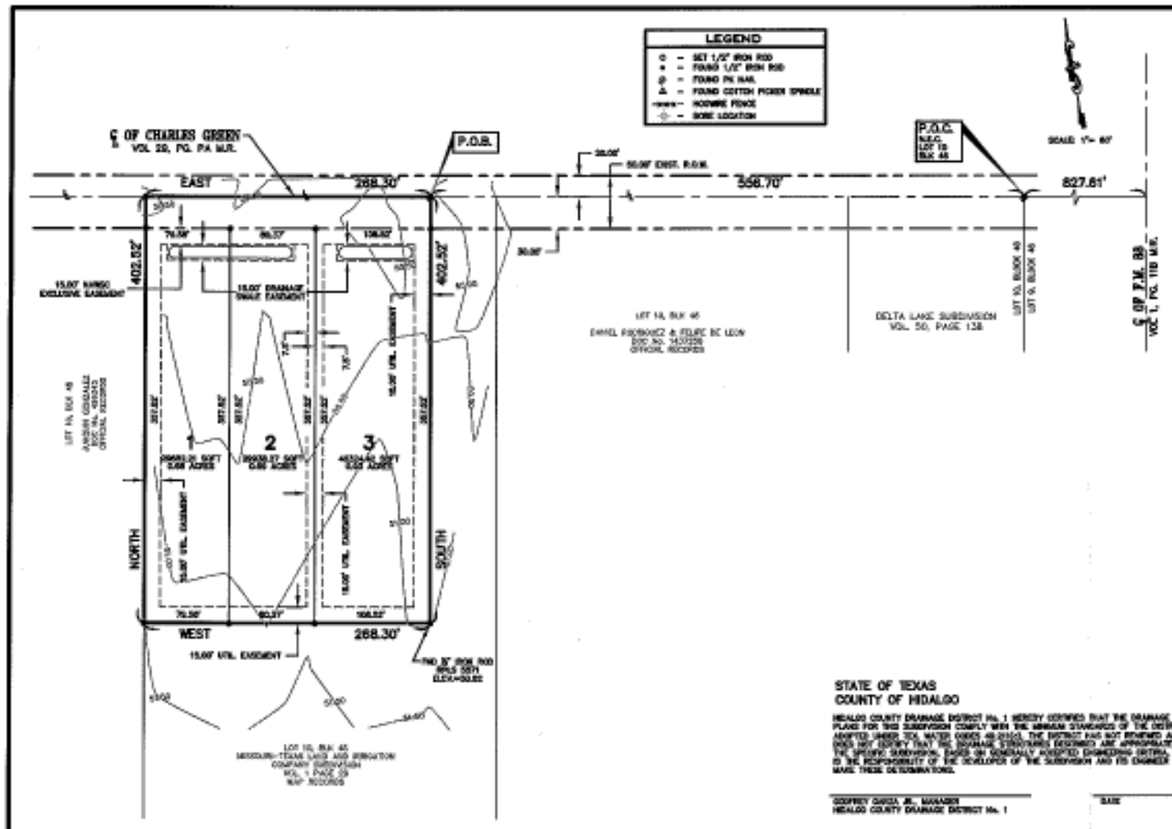
LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Laguna Ranch 2ND Review** **Page** 1 of 2

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-06-09	JRT
A	**1ST SHEET COMMENTS:** Provide owners name and document number for the south adjacent property owner. Deed document number for the east property adjoiner does not coincide with Daniel Rodriguez and Felipe De Leon. Said document belongs to Ovidio Garcia lot 13 Cameron Heights Vl.37 Pg 117.		
B	Please provide acre feet convertion from the total cubic feet detention calculation.		
C	Please tie down the 15 foot drainage swale easement from lot line.		
D	**2ND SHEET COMMENTS:** As per water engineering report; please state that total construction cost amount for the water distribution system for the subdivision water facility. Make sure this modification reflects in Spanish version.		
E	As per OSSF engineering report; please make sure the soil report coincides with the original soil evaluation report. Also please provide correct engineering report stating that all OSSF will be installed prior to final approval of the subdivision. Refer to previous subdivision review attachments. Make sure this modification reflects in Spanish version.		
F	On drainage report, please correct definition for flood zone "X" (not shaded) and provide date of revision to reflect LOMR for panel number 035 C 5/17/01. Also please delete definition for flood zone "X" (shaded) in engineering certification, because it does not apply to subdivision.		
G	All modification on water and OSSF engineering report need to reflect on Spanish version. See attachment for Spanish water and OSSF engineer report wording.		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		

LAGUNA RANCH SUBDIVISION

BEING 3.48 ACRE TRACT OUT OF THAT CERTAIN 10.00 ACRE TRACT BEING DESCRIBED IN A SPECIAL ASSUMPTION WARRANTY DEED RECORDED IN DOCUMENT No. 1437213, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, ALSO BEING THE WEST 660 FEET OF THE EAST 825 FEET OF LOT 10, BLOCK 46, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1, PAGE 39, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



GENERAL NOTES

1.) FLOOD ZONE DESIGNATION "A"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0350 C
EFFECTIVE DATE: JUNE 6, 2000
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL No. 480334 0350 C (EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATION ENGINEER) NO STRUCTURES SHALL BE PERMITTED OR CONSTRUCTED IN SAID AREA WITHIN THE LIMITS OF THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS SAID HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 19 (42 U.S.C. SECTION 4001 THROUGH 4127).

2.) MINIMUM FINISH FLOOR ELEVATION SHALL BE 1.0' ABOVE TOP OF CL OF PAVEMENT OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PROP. 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 40.00 CUBIC FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY PROVIDING DRAINAGE SWALES ALONG THE NORTH PORTION OF LAGUNA RANCH SUBDIVISION.

4.) NO STRUCTURES PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 24" INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

5.) MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS.
FRONT..... 20 FEET
REAR..... 20 FEET OR GREATER FOR EASEMENT
COMMON SIDE..... 6 FEET OR GREATER FOR EASEMENT

6.) BENCH MARK: A 1/2 IRON ROD FOUND ON THE SOUTH EAST CORNER OF SUBDIVISION ELEV.=50.82 (U.S.G.S. NATIONAL GEODETIC VERTICAL DATUM OF 1929.

7.) THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION AT TIME OF SURVEY.

8.) NO FILL OR STRUCTURES SHALL BE ALLOWED WITHIN DRAINAGE EASEMENTS, EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCE, BUILDING, PLANTING, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT.

9.) NO MORE THAN ONE SINGLE DETACHED DWELLING UNIT SHALL BE LOCATED PER LOT. NO OTHER USES BESIDES A SINGLE FAMILY RESIDENCE SHALL BE ALLOWED.

10.) JAIME LEAL, THE OWNER & SUBDIVIDER OF THIS SUBDIVISION, RETAINS AND EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.

11.) ALL PUBLIC UTILITIES EASEMENTS DESIGNATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.

12.) EACH PURCHASER'S CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICE WILL BE AVAILABLE TO THE SUBDIVISION.

13.) ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING A OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 20,000 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THE SUBDIVISION SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

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



LOCATION MAP
SCALE: 1"=3000'

LOCATION OF PROPERTY WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY LAGUNA RANCH SUBDIVISION IS LOCATED IN HIDALGO COUNTY APPROXIMATE 1320' NEXT OF FM 88 ON THE SOUTH SIDE OF CHARLES GREEN ROAD. THE NEAREST INCORPORATED CITY TO THE COMMUNITY OF MONTE ALTO. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF HIDALGO COUNTY PLANNING, LAGUNA RANCH SUBDIVISION IS IN THE HIDALGO COUNTY RURAL AREA AND IS NOT WITHIN ANY OF THE CITY'S 2.00 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.022 AND 212.001
PCT. No. 1

METES AND BOUNDS DESCRIPTION

BEING 3.48 ACRE TRACT OUT OF THAT CERTAIN 10.00 ACRE TRACT BEING DESCRIBED IN A SPECIAL ASSUMPTION WARRANTY DEED RECORDED IN DOCUMENT No. 1437213, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, ALSO BEING THE WEST 660 FEET OF THE EAST 825 FEET OF LOT 10, BLOCK 46, MISSOURI-TEXAS LAND AND IRRIGATION, COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1, PAGE 39, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 3.48 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A "PK" NAIL FOUND AT THE NORTHEAST CORNER OF LOT 10 BLK 46; THENCE WEST, 358.70 FEET WITH THE NORTH BOUNDARY LINE OF SAID LOT 10 BLK 46, TO A "PK" NAIL FOUND FOR THE NORTH EAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH, AT 20 FEET PASS A HALF (1/2) INCH IRON ROD FOUND AT THE EXISTING SOUTH RIGHT OF WAY LINE OF CHARLES GREEN ROAD, AT 402.52 FEET IN ALL TO A FOUND HALF (1/2) INCH IRON ROD AT THE SOUTH BOUNDARY LINE OF SAID LOT 10 BLK 46, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE WEST, 268.30 FEET WITH SAID SOUTH BOUNDARY LINE TO A FOUND HALF (1/2) INCH IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, AT 372.52 FEET PASS A HALF (1/2) INCH IRON ROD FOUND AT THE EXISTING SOUTH RIGHT OF WAY LINE OF CHARLES GREEN ROAD, AT 402.52 FEET IN ALL TO A FOUND HALF (1/2) INCH IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE EAST, 268.30 FEET TO THE POINT OF BEGINNING CONTAINING 3.48 (150000 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAIME LEAL AND ANA LEAL, KNOWN AS OWNERS OF THE 3.48 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAGUNA RANCH SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, PARKS, AND EASEMENTS SHOWN HEREON, AND I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032(3), AND THAT:

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

OWNER: JAIME LEAL — DATE

OWNER: ANA LEAL — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, JAIME LEAL PERSONALLY APPEARED AND PROVED, THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGE THAT HE EXCUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS THE _____ DAY OF _____ 2020 A.D.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ANA LEAL PERSONALLY APPEARED AND PROVED, THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGE THAT HE EXCUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS THE _____ DAY OF _____ 2020 A.D.

STATE OF TEXAS
COUNTY OF HIDALGO

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 TCA, WATER CODES 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED 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.

GODFREY GARZA JR., MANAGER — DATE
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, PABLO SOTO, JR., A REGISTERED PROFESSIONAL ENGINEER BY THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

PABLO SOTO, JR., P.E. — NO. 82853

STATE OF TEXAS
PABLO SOTO JR.
82853
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ, R.P.L.S. — NO. 5571

STATE OF TEXAS
JOSE MARIO GONZALEZ
5571
REGISTERED
LAND SURVEYOR

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

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

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

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

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

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAGUNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ 20____.

HIDALGO COUNTY JUDGE — DATE

ATTEST:
HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____M. ON _____ 20____ AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____M. ON _____ 20____.

INDEX TO SHEET OF SUBDIVISION

SHEET 1	HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATIONS; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; FLOOD CERTIFICATION; DRAINAGE DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; HIDALGO COUNTY HEALTH DISTRICT AND HIDALGO COUNTY RIGHT OF WAY CERTIFICATES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS) INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); TYPICAL WATER SERVICE CONNECTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTIONS; CURB AND GUTTER SECTION VALLEY GUTTER SECTION.

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JAIME LEAL	6541 CHARLES GREEN RD.	EDCOUCH, TEXAS 78538	(956) 313-7670	N/A
ENGINEER:	PABLO SOTO JR., PE.	1208 N. ENGINEER RD.	PHARR, TEXAS 78577	(956) 468-1838	N/A
SURVEYOR:	JOSE MARIO GONZALEZ, RPLS.	6307 MATEO ESCOBAR RD.	MONTE ALTO, TEXAS 78538	(956) 380-5154	(956) 380-5156

CIVIL & ARCHITECTURAL DESIGN, INC.
8340 TRIMBLE AVE. MONTE ALTO, TEXAS
PHONE (956) 452-5204 (956) 283-5675
DJG3220@HOTMAIL.COM

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Sibley Haven Subdivision– Pct. 1**
Preliminary Approval

Sibley Haven is a three (3) lot subdivision located on the Northwest corner of Old La Blanca Rd and Mile 12 North Road.

The proposed Subdivision lies within the City of Donna E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 19, 2009. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 12 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jacobo Garza and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Mile 12 North Road that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Sibley Haven Subdivision 1st Review** **Page** 1 of 2

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date 03-05-09	Initials JRT
A	**1ST SHEET COMMENTS:** Additional Drain ditch ROW will be required to be dedicated by this plat. 40 feet of drain ditch clearance is required, 15 feet for the maintenance road access and 25 feet for the spoil.		
B	Mention to what electric company is the 40 feet transmission line easement being dedicated by this plat.		
C	Please provide all adjacent property owners with their name, legal description and property document number.		
D	Delete the word "proposed" on the additional right of way dedication notation.		
E	METES AND BOUNDS: ➢ Label P.O.B. on drawing ➢ 3rd and 4th callouts: only describe what's existing and describe each property corner with a monument. Describe the north existing right of way line of Mile 12 North Rd and confirm if there's an existing drain ditch right of way for the drain ditch canal along the north side of these property.		
F	PLAT NOTES: 5] Label flood zone "C" (NO SHADING) **please continue the numerical order sequence after number 12. ** 18] Please delete these plat note because it does not apply to this subdivision. → *Attach please find additional plat note restriction for drainage swales.*		
G	As per the subdivision location description, please correct precinct number and location of subdivision on the Hidalgo County		
H	As per vicinity map; please label mile 12 North Rd and FM 493.		
I	Correct name of city on the index to sheet description for sheet one. This comment shall apply to the 2nd sheet.		
J	**2ND SHEET COMMENTS:** Provide water line crossing permit from HCROW department.		
K	Show natural water flow arrows on topography layout.		
L	Please dimension the drain ditch canal.		
M	Please make sure soil statement on OSSF engineering report coincides with original soil evaluation report.		
N	Correct the total cost to installed all the OSSF on the engineer certification.		
O	Please delete one of the engineer certifications.		
P	On Spanish engineering report, you need to mention the total construction cost for the water line services and meter boxes.		
Q	Instead of the only proposing the 8" PVC line to discharge to drain ditch, please provide a type "CC inlet to collect all the storm drainage detention and provide a positive outfall onto the drain ditch.		
R	Provide a cross section detail of the storm drainage system outfall into the drain ditch. Refer to redlines markups for sample detail.		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		

SIBLEY HAVEN

THE EAST 10.00 ACRES OF LOT 76, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "B", HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

1. MIN BUILDING SETBACK LINES:
FRONT 60.0'
SIDE: 6.0' OR EASEMENT WHICH EVER IS GREATER.
REAR: 10.0'MIN OR EASEMENT WHICH EVER IS GREATER.

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ●-DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
BENCH MARK ELEV. = 70.00' N.G.V.D. 29 AM, AT THE SOUTHEAST CORNER OF THIS SUBDIVISION.

5. FLOOD ZONE DESIGNATION
FLOOD ZONE "C" - AREAS OF MINIMAL FLOODING
COMMUNITY-PANEL No. 480343 0425 E
MAP REVISED-NOVEMBER 16, 1982

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY IMPROVEMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 28.056 CUBIC -FEET 0.76 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE NORTH SIDE OF THIS SUBDIVISION

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, BUSHES TREES, AND OTHER PLANTINGS EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERED AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

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

10. THIS SUBDIVISION HAS A 10'WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE WEST, NORTH AND EAST SIDE OF THIS SUBDIVISION AND A 20'DRAINAGE EASEMENT RUNNING ALONG THE REAR OF EACH LOT.

11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

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

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

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

MARISELA TREVINO, IVONNE TREVINO, JULIA TREVINO AND IRASEMA TREVINO THE OWNERS & A SUBDIVISORS OF SIBLEY HAVEN RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT REGARDING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

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

16. ALL UTILITY EASEMENTS, ALLEYS AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER DTY REQUIREMENTS.



LOCATION MAP SCALE:1" = 2000'

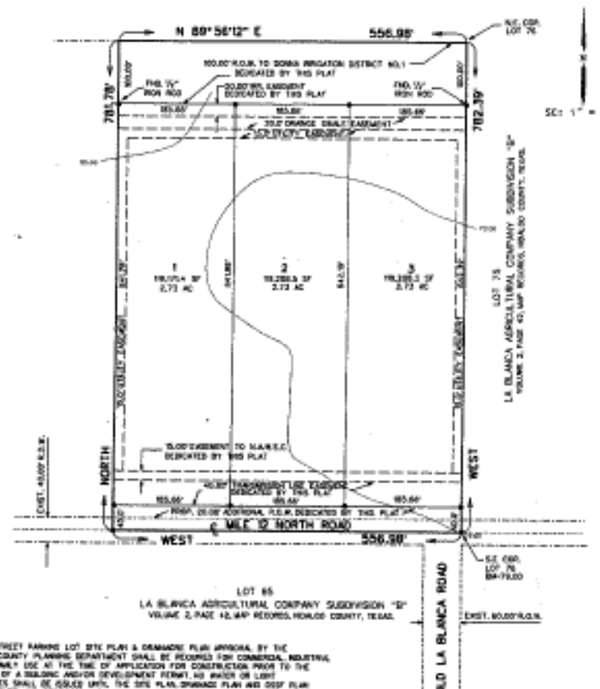
LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

SIBLEY HAVEN IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 2 IN THE NORTH SIDE OF HIDALGO COUNTY AT THE NORTHWEST CORNER OF OLD LA BLANCA ROAD MILE 12 NORTH ROAD. THE SIBLEY HEAVEN SUBDIVISION IS THE CITY OF DONNA ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA POPULATION RANK / 2000 CENSUS). SIBLEY HEAVEN LIES APPROXIMATELY 1.50 MILES FROM THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED BY

LOT 80
LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "B"
VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS.



LOT 85
LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "B"
VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

E. CLEARANCES FOR WATER METERS
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A WASTEWATER SYSTEM PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDED PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

METES AND BOUNDS

THE EAST 10.00 ACRES OF LOT 76, LA BLANCA AGRICULTURAL COMPANY SUBDIVISION "B" HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDING FOLLOWS:

BEGINNING AT A ½" IRON ROD SET IN THE CENTERLINE OF MILE 12 NORTH ROAD FOR THE SOUTHEAST CORNER OF LOT 76 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE WEST, ALONG THE CENTERLINE OF MILE 12 NORTH ROAD AND THE SOUTH LINE OF LOT 76, A DISTANCE OF 556.98 FEET TO A ½" IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH, PASSING AT 40.00 FEET THE PROPOSED NORTH R.O.W. LINE OF MILE 12 NORTH ROAD, PASSING A ½" IRON ROD FOUND AT 685.76 FEET FOR THE SOUTH LINE OF A 100.00'H.C.I.D. NO.1 R.O.W., A TOTAL DISTANCE OF 781.78 TO A POINT ON THE NORTH LINE OF LOT 76, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 89°56'12" E, ALONG THE NORTH LINE OF LOT 76, A DISTANCE OF 556.98 FEET TO A POINT FOR THE NORTHEAST CORNER OF LOT 76 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH, ALONG THE EAST LINE OF LOT 76, PASSING A ½" IRON ROD FOUND AT 1030.81 FEET FOR THE SOUTH LINE OF A 150.00'H.C.I.D. NO.1 R.O.W., PASSING A ½" IRON ROD SET AT 1163.26 FEET FOR THE PROPOSED NORTH R.O.W. LINE OF MILE 12 NORTH ROAD, A TOTAL DISTANCE OF 1163.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SIBLEY HAVEN WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROINT OF WAY DEPARMENT ON _____

_____ _____
HIDALGO COUNTY ROINT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SIBLEY HAVEN WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0028(A)

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

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___ M ON _____ AND WAS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___ M. _____

_____
HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

I, GUILLERMO A. ARRIAGA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRIAGA
LICENSED PROFESSIONAL ENGINEER No. 94001 2/4/09
1509 N. 5TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS
94001
LICENSED
GUILLERMO A. ARRIAGA
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION- CERTIFICATION AND ATTESTATION

I, WE MARISELA TREVINO, JULIA TREVINO, IVONNE TREVINO AND MARISELA SALAZAR _____
OWNER OF LOT OR TRACT _____ ADDITION OR TRACT OF LAND ENCOMPASSED HEREIN THAT PROVIDES _____ ACRES _____ SURVEY, DO HEREBY SUBDIVIDE SAID TRACT OR LAND AS SHOWN HEREON AND DESIGNATE THE SUBDIVISION NAME AS SIBLEY HAVEN. I (WE) DEDICATE TO THE PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREON.

I IDENTIFY THAT I WAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL ENVIRONMENT CODE §232-032 AND THAT

1.A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
1.B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS.
1.C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
1.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.

LOT 1 DATE
OWNER: MARISELA SALAZAR
ADDRESS: 2805 LISSNER
DONNA, TEXAS. 78537

LOT 1 DATE
OWNER: JULIA TREVINO
ADDRESS: 2805 LISSNER
DONNA, TEXAS. 78537

LOT 2 DATE
OWNER: IVONNE TREVINO
ADDRESS: 2805 LISSNER
DONNA, TEXAS. 78537

LOT 3 DATE
OWNER: IRASEMA TREVINO
ADDRESS: 2805 LISSNER
DONNA, TEXAS. 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARISELA SALAZAR, JULIA TREVINO, IVONNE TREVINO AND MARISELA TREVINO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2009.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODES 49.211 BUT THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1

ON THIS THE _____ DAY OF _____, 20____.

ATTEST: _____ _____
PRESIDENT SECRETARY

CITY COUNCIL'S CERTIFICATION
THE PLAT OF SIBLEY HAVEN HAS BEEN SUBMITTED TO AND CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS _____ DAY OF _____, 2009

ATTESTED: _____ BY: _____
MAYOR CITY SECRETARY

PLANNING AND ZONING COMMISSION'S CERTIFICATION
THE PLAT OF SIBLEY HAVEN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HERE APPROVED BY SUCH COMMISSION.

DATE THIS _____ DAY OF _____, 2009

ATTESTED: _____ BY: _____
PLANNING BOARD CHAIR PERSON SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2751
2500 SAN JACOB
MISSION, TEXAS 78572

STATE OF TEXAS
2751
HOMERO LUIS GUTIERREZ
REGISTERED
PROFESSIONAL
LAND SURVEYOR

SHEET 1 OF 2

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MARISELA TREVINO	2805 LISSNER	DONNA,TEXAS. 78537	(956) 650-6188
ENGINEER:	GUILLERMO A. ARRIAGA,P.E.	1509 N. 5TH ST.	DONNA, TX. 78537	(956) 464-2606
SURVEYOR:	HOMERO L. GUTIERREZ	2500 SAN JACOB	MISSION, TEXAS 78572	(956) 583-5478

DATE OF PREPARATION JUNE 2008

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
520 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

INDEX TO SHEET OF SIBLEY HAVEN

SHEET 1	GENERAL NOTES, LOCATION MAP AND REVISION NOTES
	PLAT METES AND BOUNDS DESCRIPTION, AND ADDITIONAL NOTES, DESCRIPTION LIMITS AND SOUTH SURVEY
	OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION
	DETENTION/POND OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION
	CERTIFICATE COUNTY CLERK'S RECORDING CERTIFICATE, CERTIFICATE APPROVAL
	CERTIFICATE APPROVAL BY THE DONNA IRRIGATION DISTRICT NO.1
	CERTIFICATE OF APPROVAL BY THE CITY OF DONNA (1) (2) (3) (4) (5) (6) (7)
	CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA
	CERTIFICATE OF APPROVAL BY HIDALGO COUNTY DRAINAGE DISTRICT NO.1
	CERTIFICATE OF APPROVAL BY HIDALGO COUNTY IRRIGATION DISTRICT NO.1
	CERTIFICATE OF APPROVAL BY HIDALGO COUNTY HEALTH DEPT. CERTIFICATION
SHEET 2	WATER DISTRIBUTION AND SEWAGE FACILITY CONSTRUCTION REPORT
	TENSILE AND SHARPS VERTICAL INDICATING DESCRIPTION OF WATER AND WASTE WATER AND FIRE HYDRANTS SPECIFICATIONS AND SPECIAL NOTES (SHEET)
	TYPICAL WATER SERVICE CONNECTIONS, SUBDIVISION STATEMENT CERTIFICATION.
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	AREA DEVELOPMENT MAP OF TOPOGRAPHY AND DRAINAGE AND ENGINEER'S CERTIFICATION REVISION NOTES CONSTRUCTION DETAILS

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Diana Cardenas Estates – Pct. 3**
Preliminary Approval

Diana Cardenas is a three (3) lot subdivision located on the West side from Doffing Road approximately ½ mile South from Mile 5 North Road.

The proposed Subdivision lies within the City of Mission E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 21, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

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

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jacobo Garza and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by Agua Special Utility District. There is an existing eight (8) inch waterline on Doffing Road that will serve as the primary source of water for the proposed development.

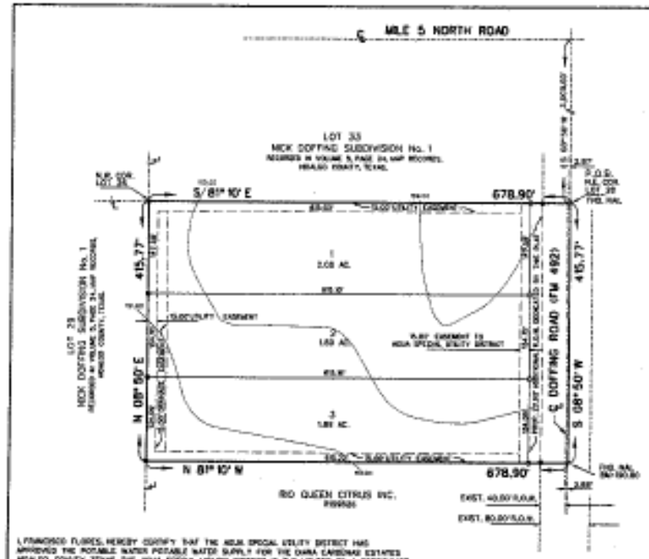
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: DIANA **Cardenas Estates 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-19-09	JRT
A	**1ST SHEET COMMENTS:** Provide owners name and property document number for the west and north property adjoiners. Also label all original lot lines of the original lot 28, 29 and 33 of Nick doffing Subdivision No.1.		
B	Please label all property corners and the existing west right of way of Doffing Rd with the monument describe on metes and bounds.		
C	Vicinity map needs to be drawn to scale, minimum of 1" = 4000'. Also show all surrounding subdivision and provide a north arrow. This comment shall also apply to the 2nd sheet.		
D	GENERAL PLAT NOTES: 1] Front setback shall be at 50 feet. 3] Don't make monument legend as part of the plat notes and also if you are going to provide a legend please include the "found nail" symbol. 4] Provide Datum for benchmark. 6] Correct detention calculation to coincide with approved drainage report. 19] Verify if TxDOT will agree to approve a single driveway access to each lot.		
E	**2ND SHEET COMMENTS:** Provide natural water flow arrows and extend topography elevations at 500 feet from subdivision boundaries.		
F	Label for contractor to re-grade Doffing Road side ditch to TxDOT specifications.		
G	Please provide tie down dimension for the existing structure and OSSF in lot 1.		
H	Water Engineering Report: ➢ Mention that two ***proposed*** ¾ ***single*** service will be install for lots 2 and 3. ➢ Make sure that all amounts coincide with final engineer construction cost estimate and 30 year letter from A.S.U.D.		
I	OSSF Engineering Report: ➢ Make sure that soil boring analyses coincide with soil evaluation report. ➢ Mention that an existing OSSF is currently in service for residence in lot one.		
J	All modification on water and OSSF engineering report need to reflect Spanish version.		
K	All amounts on cost estimate chart need to coincide with final engineer construction cost estimate.		
L	Correct spelling "sandy clay loam" on drainage report.		
M	Please submit an exhibit addressed to Mr. Raul Sesin showing the closest drainage ditch outfall from the proposed subdivision property. This will help us determine the possibility of requiring a point of discharge for storm drainage cause by development. The aforementioned exhibit needs to be submitted prior to the Hidalgo County Planning Department issuing the 2nd subdivision review and before we can consider the subdivision for preliminary approval.		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		



SCALE: 1" = 100'

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AQUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER POTABLE WATER SUPPLY FOR THE DIANA CARDENAS ESTATES HIDALGO COUNTY, TEXAS. THE AQUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS THAT INCLUDES THE SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AQUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

MR. FRANCISCO FLORES - MANAGER
AQUA SPECIAL UTILITY DISTRICT

GENERAL NOTES:

1. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
   FRONT: 50.00 FEET
   SIDE: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER
   REAR: 20.0-10' EASEMENT WHICH EVER IS GREATER
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 12" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FINAL AND MEET 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. ●=DENOTES 5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O=DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^=DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 108.08' NAIL AT THE SOUTHEAST CORNER OF THIS SUBDIVISION
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   E/FIL 480034 0295 D
   MAP REVISED: JUNE 6, 2000.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 142 U.S.C. SECTIONS 4001 THROUGH 4127.
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF ___.XX___ CUBIC -FEET _0.207_ ACRE-FEET OF STORM WATER RUNOFF DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE SOUTH SIDE OF THIS PROPERTY.



LOCATION MAP SCALE: 1"= 5280'

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

DIANA CARDENAS ESTATES IS WITHIN HIDALGO COUNTY PRECINCT NO. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, ON THE WEST SIDE OF DOFFING ROAD (FM 492) 0.35 MILES (1850'ft) OF MILE 4 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION (POPULATION OF 83,372 - 2000 CENSUS). CARDENAS ESTATES LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.003.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES NATURE HEIGHT, GROUND COVER), GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. DRAINAGE SWALE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
10. THIS SUBDIVISION HAS A 15' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE WEST, NORTH AND SOUTH SIDE OF THIS SUBDIVISION AND A 10' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF EACH LOT.
11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
4. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY USE.
5. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,750 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
3. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION IS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSORPTTIVE DRAINFIELD SYSTEM.
6. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED (INCLUDING INDIVIDUAL LOT PLANNING) MATERIALS PRIOR TO OCCUPYING A LOT.
7. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
   1. ANCHORING OF SEPTIC TANK(S)
   2. BACK FLOW VALVES
   3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
13. DIANA G. CARDENAS., THE OWNER & SUBDIVIDER OF DIANA CARDENAS ESTATES-, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
14. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
15. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
17. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
18. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT A SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LOT WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
15. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO DOFFING ROAD (FM 492)

DIANA CARDENAS ESTATES

BEING THE NORTH 6.48 ACRES OUT OF LOT 28, NICK DOFFING SUBDIVISION No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 6.48 ARC TRACT OF LAND OUT OF THE NORTH 6.48 ACRES OF LOT 28, NICK DOFFING SUBDIVISION NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND WITHIN THE CENTERLINE OF DOFFING ROAD (FM 492) FOR THE NORTHEAST CORNER OF LOT 28 AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE: S 08° 50' W, ALONG THE EAST LINE OF LOT 28, A DISTANCE OF 415.77 FEET TO A NAIL FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT,

THENCE: N 81° 10' W, PASSING AT 3.68 FEET THE CENTERLINE OF DOFFING ROAD (FM 492), PASSING A 1/2" IRON FOUND AT 43.68 FEET FOR THE WEST R.O.W. LINE OF DOFFING ROAD (FM 492), A TOTAL DISTANCE OF 678.90 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 28 FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE: N 08° 50' E, ALONG THE WEST LINE OF LOT 28, A DISTANCE OF 415.77 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 33 AND THE NORTHWEST CORNER OF THIS TRACT,

THENCE: S 81° 10' E, ALONG THE NORTH LINE OF LOT 28, PASSING A 1/2" IRON ROD FOUND AT 635.63 FEET FOR THE WEST R.O.W. LINE OF DOFFING ROAD (FM 492), PASSING AT 675.03 FEET THE CENTERLINE OF DOFFING ROAD, A TOTAL DISTANCE OF 678.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.48 ACRES OF LAND MORE OR LESS.

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
DATED THIS _____ DAY OF _____, 2009

_____ PRESIDENT _____ DATE

ATTEST: _____ SECRETARY _____ DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DIANA CARDENAS ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____

_____ HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DIANA CARDENAS ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

_____ HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE DIANA CARDENAS ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ - 2009.

_____ HIDALGO COUNTY JUDGE _____ DATE

ATTEST: _____ HIDALGO COUNTY CLERK _____ DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK __ M ON _____, AND WAS RECORDED IN BOOK _____ - SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK __ M _____

_____ HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE, DIANA G. CARDENAS OWNER OF THE 6.48 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "DIANA CARDENAS ESTATES", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

_____ DIANA G. CARDENAS _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DIANA G. CARDENAS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

_____ NOTARY PUBLIC, FOR THE STATE OF TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

THIS PLAT OF DIANA CARDENAS ESTATES HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS THE _____ DAY OF _____, 2009

_____ CHAIRMAN

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065 (a) AND § 212.0065(d)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE DIANA CARDENAS ESTATES WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON _____ - _____ - _____.

_____ MAYOR OF THE CITY OF MISSION _____ DATE

ATTEST: _____ SECRETARY OF THE CITY OF MISSION _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____ HOMERO LUIS GUTIERREZ REGISTERED PROFESSIONAL LAND SURVEYOR No. 3791 2200 SAN DIEGO MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, VICTOR HUGO GARCIA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ VICTOR HUGO GARCIA, P.E. _____ DATE
LICENSED PROFESSIONAL ENGINEER No. 90957
VANGUARD ENGINEERING
2201 NORTHGATE DR.
WESLACO, TX 78596
(956) 514-5086

STATE OF TEXAS — VICTOR HUGO GARCIA — 90957 — LICENSED PROFESSIONAL ENGINEER

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	DIANA G. CARDENAS	RR 6 BOX 93-T	MISSION, TEXAS 78572	(956) 566-6867
ENGINEER:	VICTOR HUGO GARCIA, P.E.	ENVIRONMENTAL DR.	WESLACO, TEXAS	(956) 687-4567
SURVEYOR:	HOMERO L. GUTIERREZ	2200 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-0478

DATE OF PREPARATION: DECEMBER 2008

VANGUARD ENGINEERING
2201 NORTHGATE DRIVE
WESLACO, TX. 78596
(956) 514-5086

SHEET 1 OF 2

INDEX TO SHEET OF DIANA CARDENAS ESTATES

SHEET 1
- HEADING, INDEX, LOCATION MAP AND CITY PRINCIPAL CONTACTS)
- PLAT NOTES (GENERAL NOTES, SEE STANDARD SUBDIVISION RULES, DRAINAGE NOTES, ETC.)
- METES AND BOUNDS DESCRIPTION AND ENGINEERS CERTIFICATION
- OWNERSHIP, DEDICATION, CERTIFICATION, ACKNOWLEDGEMENT AND ATTESTATION
- COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE
- CITY PLAT APPROVAL CERTIFICATE
- HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 CERTIFICATE
- HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE
- CITY OF MISSION CERTIFICATE OF APPROVAL
- NOTICE TO PURCHASERS AND ON-SITE SEWAGE FACILITIES; ENGINEERING REPORT

SHEET 2
- TOPOGRAPHIC AND SOILS MAP
- TERRACING AND DRAINAGE DIRECTIONS; ENCLOSURE DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (GENERAL AND DRAINAGE DETAILS)
- LOCATION MAP, SURVEYOR'S CERTIFICATE, SURVEY & DESIGNATION, IDENTIFICATION, AND ATTESTATION
- DRAINAGE REPORT (INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT) MAP OF TOPOGRAPHY AND SOILS AND / OR DOCUMENTS
- CERTIFICATION / REVISION NOTES / CONSTRUCTION DETAILS

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Urbano Villarreal Subdivision – Pct. 3**
Preliminary Approval

Urbano Villarreal Subdivision is a one (1) lot subdivision located on the West side of Bentsen Palm Drive, approximately 766 feet South of Mile 6 Road.

The proposed Subdivision lies within the City of Mission E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 2, 2006. The proposed subdivision lies within a Zone "X and A" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on Bentsen Palm Drive Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Raul Palma, P.E. and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Bentsen Palm Drive that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

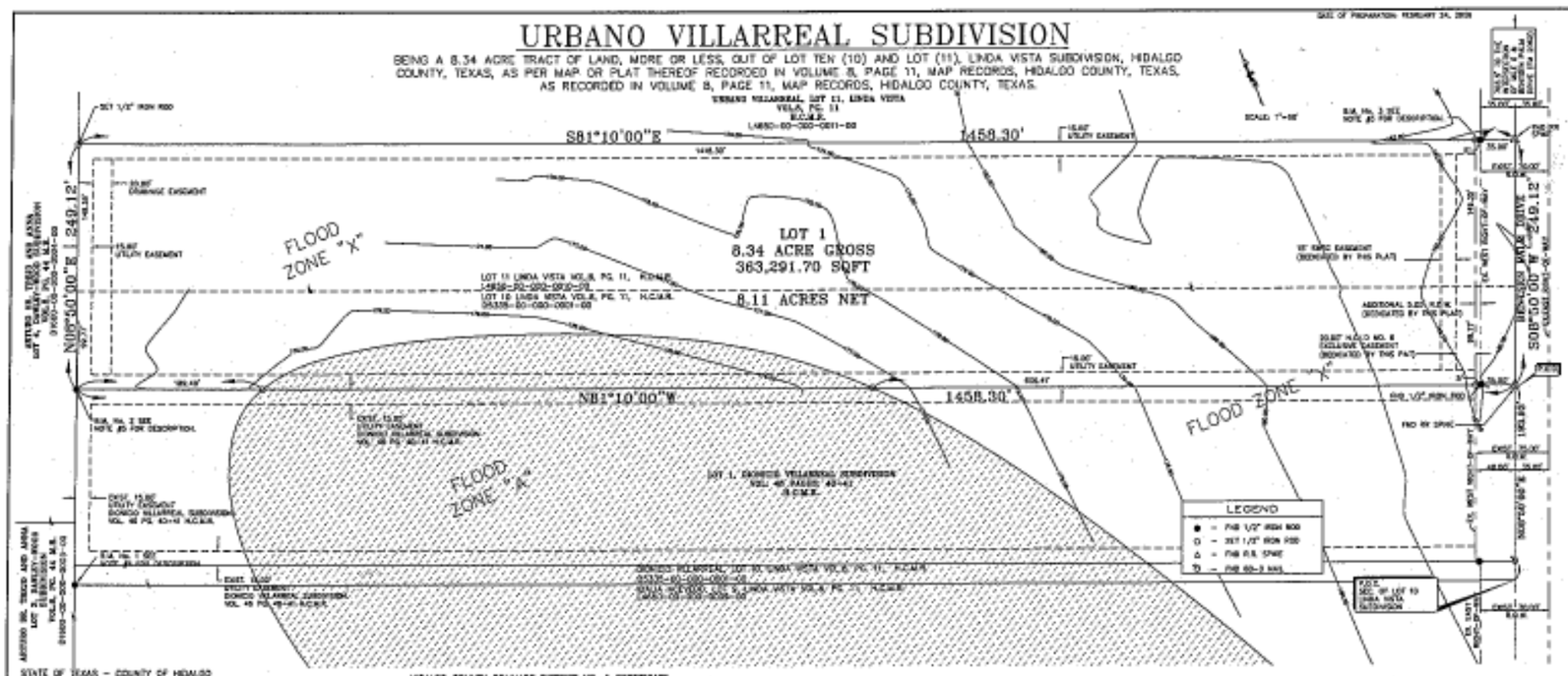
Name of Subdivision: **Urbano Villarreal 3rd Review** **Page** 1 of 2

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-03-09	JRT
A	**1ST SHEET COMMENTS:** Please provide all adjoiners name to coincide with legal document number from the appraisal district.		
B	Pleas show contours on drawing layout.		
C	S.W.S.C. certification signature block is not required. Please delete the SWSC certification description on the first sheet of the index to sheet.		
D	METES & BOUNDS: ➢ Please reference you point of commencing from the south east corner of lot 10 of Linda Vista. Modification shall reflect on drawing layout. ➢ Description of monument does not coincide with drawing and legend for the point of beginning. ➢ Please show 4th callout bearing and dimension on drawing.		
E	PLAT NOTES: 1] Delete the last sentence of the 3rd paragraph where you state *"the local flood plain administrator indentifies no other area within the proposed subdivision to be within the 100 year flood plain"* this statement does not apply to this subdivision. 4] Minimum finish floor elevation shall be 18" above the center line of street pavement not the top of the curb. Also correct spelling *"allow"* → ***The fallowing additional plat note is required for the onsite detention swales:*** ➢ ALL LOTS IN (***SUBDIVISION NAME***) ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN (***SUBDIVISION NAME***) TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF (***SUBDIVISION NAME***) THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING (***SUBDIVISION NAME***) BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN (***SUBDIVISION NAME***), 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 ***(SUBDIVISION NAME)*** ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.		
F	**2ND SHEET COMMENTS:** Provide spot topography elevation in all subdivision lot drawing.		
G	Make sure that you modify the sewer engineering report and the subdivider statement to present tense whenever the septic tank gets installed.		
H	Please correct the entire water and OSSF Spanish engineering report translation to coincide with English report.		
I	As per construction cost estimate chart please don't show the for the water improvements because as per the engineer report the water meter service is currently existing and operable.		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		

URBANO VILLARREAL SUBDIVISION

BEING A 8.34 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT TEN (10) AND LOT (11), LINDA VISTA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS. AS RECORDED IN VOLUME 8, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS.

DATE OF PREPARATION: FEBRUARY 24, 2009





LOCATION MAP | SCALE: 1"= 1000'

SUBDIVISION PLAT OF

URBANO VILLARREAL SUBDIVISION

METES AND BOUNDS

BEING A 8.34 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT (10) AND LOT (11), LINDA VISTA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 8, PAGE 11, MAP RECORDS, HIDALGO, COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF LOT 10, LINDA VISTA SUBDIVISION, AND ALSO BEING THE CENTERLINE OF MONTECITO PALM DRIVE;

THENCE, NORTH 08°50'00" EAST, WITH AND ALONG THE EAST LINE OF LOT 1, DONICIO VILLARREAL SUBDIVISION, A DISTANCE OF 183.62 FEET TO A 5/8IN. ROUND SPIKE FOUND FOR THE SOUTHEAST CORNER OF THIS DESCRIPTION FOR THE POINT OF BEGINNING;

THENCE, NORTH 81°10'00" WEST, PARALLEL TO THE SOUTH LINE OF LOT 10, A DISTANCE OF 1039.70 FEET PASS A 1 INCH DIAMETER IRON ROD FOUND AT THE EXISTING WEST RIGHT-OF-WAY LINE OF MONTECITO PALM DRIVE, AND A TOTAL DISTANCE OF 1458.30 FEET TO A 1 INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER, AND ALSO BEING A POINT ON THE WEST LINE OF LOT 10;

THENCE, NORTH 08°50'00" EAST, WITH AND ALONG THE WEST LINE OF LOT 10 AND LOT 11, A DISTANCE OF 99.77 FEET PASS THE COMMON LOT OF 10 AND LOT 11, AND A TOTAL DISTANCE OF 249.12 FEET TO A 1 INCH DIAMETER IRON ROD SET FOR THE NORTHWEST CORNER;

THENCE, SOUTH 81°10'00" EAST, PARALLEL TO THE SOUTH LINE OF LOT 11, A DISTANCE OF 1453.30 FEET PASS A 1 INCH DIAMETER IRON ROD FOUND AT THE EXISTING WEST RIGHT-OF-WAY LINE OF MONTECITO PALM DRIVE, AND A TOTAL DISTANCE OF 1458.30 FEET TO A RAILROAD SPIKE FOUND FOR THE NORTHEAST CORNER;

THENCE, SOUTH 08°50'00" EAST, WITH AND ALONG THE EAST LINE OF LOTS 10 AND 11, A DISTANCE OF 249.12 FEET PASS THE COMMON LOT LINE OF LOTS 10 AND 11 AND A TOTAL DISTANCE OF 249.12 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS DESCRIPTION FOR THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING 8.34 ACRES, MORE OR LESS.

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

URBANO VILLARREAL SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT #3.3 ON THE WEST SIDE OF HIDALGO COUNTY ALONG THE WEST RIGHT-OF-WAY LINE OF MONTECITO PALM DRIVE APPROX. 0.5 MILES (ON S/D) AND 1MILE SOUTH FROM MILE 5 NORTH. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION, APPROXIMATELY 10 THE U.S. CENSUS BUREAU'S PREPARATION ESTIMATE IS 29,523. URBANO VILLARREAL SUBDIVISION FALLS WITHIN MISSION 2.5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.

STATE OF TEXAS – COUNTY OF HIDALGO

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

GILBERT A. GUERRA P.E. — DATE

GILBERT A. GUERRA, P.E. 92140, LICENSED

92140, PROFESSIONAL ENGINEER NO. 92140

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, HEREBY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ — DATE

JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5521

INDEX OF URBANO VILLARREAL SUBDIVISION

SHEET 1	KEY MAP, TITLE, LOCATION MAP, SCALE, DATE OF PREPARATION, SUBDIVISION NAME, METES AND BOUNDS, LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY AND VICINITY MAP
	PRINCIPAL CONTACTS, GENERAL PLAT NOTES, LEGEND, DEDICATION, CERTIFICATION, AND ATTESTATION
	NOTES AND RESTRICTIONS, OWNERS' DEDICATION, CERTIFICATION, AND ATTESTATION, AND THE FOLLOWING CERTIFICATES: COUNTY CLERK, RECORDING, COUNTY JUDGE, PLAT APPROVAL, CITY PLAT APPROVAL, SURVEYOR'S FIELD NOTES AND DRAWING, ENGINEER'S CERTIFICATION, AND DRAWING
SHEET 2	SURVEYOR'S LAYOUT, ENGINEERING DRAWING (GRADING AND DRAINAGE), VERTICAL CONTROL, BENCH MARK, AND BENCH MARK DESCRIPTION, TOPOGRAPHIC AND CONTOURS, AND DRAINAGE PATTERN, CONCLUDED WITH DRAWING VICINITY MAP(S) OF LOT(S) AND STREET(S) WITHIN SUBDIVISION, AND ENGINEER'S AND SURVEYOR'S STATEMENT, FINANCIAL GUARANTEE, AND SIGNATURE BLOCK FOR PLANNING AND ZONING COMMISSION CHAIRMAN, SECRETARY, AND ENGINEER AND SURVEYOR

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

I, GERARDO VILLARREAL, AS OWNER OF THE 8.34 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED URBANO VILLARREAL SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE AS STREETS, ALLEY, AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE KNOWLEDGE AND THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND DRAINAGING TO THE LAND WEST, OR WILL WEST, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS ON SEPTIC TANKS WEST, OR WILL WEST, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

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

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

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

GERARDO VILLARREAL — DATE
ST. 2, BOX 1838
MISSION, TX 78574

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GERARDO VILLARREAL, KNOWN TO ME THROUGH HIS TEXAS DRIVER'S LICENSE AS PROOF OF IDENTITY TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING DULY SWORN, DID DEPOSE AND SAY THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

NOTARY PUBLIC — MY COMMISSION EXPIRES

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

WE THE UNDERSIGNED HEREBY THAT THIS PLAT OF THE URBANO VILLARREAL SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENGINEERING DEPT ON _____, 2009.

ATTEST:

HIDALGO COUNTY JUDGE — DATE — HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS – CITY OF MISSION
PLAT APPROVAL CERTIFICATE

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

CITY MAYOR — DATE — ATTEST: CITY SECRETARY — DATE

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

PLANNING AND ZONING COMMISSION CHAIRMAN — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE SEC. 49.211(c), BUT DISTRICT DOES NOT WARRANT AND DOES NOT CERTIFY THAT THE DRAINAGE IMPROVEMENTS DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON HYDRAULIC ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MEET THESE DETERMINATIONS.

BY — DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CERTIFICATE

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS ___ DAY OF _____, 2009 SUBJECT TO THE FOLLOWING:

1) NO BUILDING ALLOWED ON TOP OF AN EASEMENT LINE. 2) 10'-0" STATE EASEMENT ON EACH SIDE OF IRRIGATION AND/OR DRAINAGE CANALS. 3) ALL LOTS SUBJECT TO PLANTS, REGULATIONS, PAYMENTS OF TAXES AND ASSESSMENTS OF DISTRICT. 4) IF CONSTRUCTION OF ANY NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE DISTRICT DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL ALL NECESSARY FACILITIES.

PRESIDENT — DATE — SECRETARY — DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED HEREBY THAT THIS PLAT OF URBANO VILLARREAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROAD AND BRIDGE DEPARTMENT ON

____ DAY OF _____, 2009

HIDALGO COUNTY ROAD AND BRIDGE DIRECTOR — DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED HEREBY THAT THIS PLAT OF URBANO VILLARREAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROAD AND BRIDGE DEPARTMENT ON

____ DAY OF _____, 2009

HIDALGO COUNTY ASSISTANCE CHIEF INSPECTOR — DATE

GENERAL PLAT NOTES

1 FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" AND "A"

ZONE "X" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO 480334 0325D EFFECTIVE DATE: JUNE 6, 2000

ZONE "A" WHERE NO BASE FLOOD ELEVATION HAS BEEN DETERMINED BY FEMA BASE ON COMMUNITY-PANEL NO 480334 0280D EFFECTIVE DATE JUNE 6, 2000. CHANNEL PLOTTED ONTO THE 2000 FLOOD INSURANCE RATE MAP (FIRM) DOES NOT INDICATE A BASE FLOOD ELEVATION OF APPROXIMATELY 174 FEET FOR THIS PROPERTY.

THE AREAS WITH IN THE DRAINAGE EASEMENTS WITHIN SAID 100-YEAR FLOOD PLAIN (COMMUNITY-PANEL NO. 480334 0280 D EFFECTIVE DATE), MUST BE SUBJECT TO THE OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS.

CONSTRUCTION OF COMMERCIAL BUILDING WITH ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE BUILDING COMPLIES FOR INSURANCE CLAIMS TO THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.A. 4001THRU 4027 THROUGH 4127).

2 SETBACKS:

FRONT	40.00	FEET
REAR	20.00	FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER)
SIDE	10.00	FEET (OR TO MATCH EASEMENT LINE)

3 GENERAL USES FOR SINGLE FAMILY RESIDENCE:
NO USES OTHER THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. SAID OTHER USES SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THIS LOT

4 MINIMUM FINISH FLOOR (MFF) MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF ROADWAY OR 1'0" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED INSIDE A RECOGNIZED FLOOD ZONE AS THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY THE LAND FIRST 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. NO CONSTRUCTION OF ANY KIND WILL BE ALLOWED INSIDE FLOOD ZONE "A" AREA IN LOT 1.

5 BENCHMARK (BM'S): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. NO. 1: ELEV=(min=178.63, MAX=0, BM. DESCRIPTION: 5" IRON ROD FOUND LOCATED AT THE SOUTH-WEST CORNER OF LOT 10, LINDA VISTA SUBDIVISION.

B.M. NO. 2: ELEV=(min=178.63, MAX=0, BM. DESCRIPTION: 5" IRON ROD FOUND LOCATED AT THE SOUTHEAST CORNER OF THE TRACT OF LAND.

B.M. NO. 3: ELEV=(min=182.36, MAX=0, BM. DESCRIPTION: 5" IRON ROD FOUND LOCATED ALONG THE WEST SIDE ROW OF MONTEN PALM DRIVE AND 30 FEET FROM THE NORTHEAST CORNER OF THE TRACT OF LAND.

6 DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. SAID DRAINAGE SWALE EASEMENTS 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.

7 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. EACH SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL AND MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. SEPTIC SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED SUBMITTER.

D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY HEALTH DEPARTMENT AND EXCEPTS MAY BE ALSO SITE ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION FIELD SYSTEM.

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

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

9 URBANO VILLARREAL, THE OWNERS & SUBDIVIDERS OF URBANO VILLARREAL SUBDIVISION, WITHIN ANY EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

10 NO STRUCTURE SHALL BE ERECTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW LEVEL TURF TO PROTECT AGAINST HEDGE, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11 EARH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDE AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

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

13 ON-SITE/OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LOT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND "OSSF" PLAN ARE APPROVED.

14 ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.
NO SIDEWALK REQUIRED ON THIS SUBDIVISION.
ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

15 DRAINAGE, IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1, AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1890 CUBIC FEET (0.4339 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IS IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO.2 OF THE PLAT)

PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER: URBANO VILLARREAL	ST. 2, BOX 1838 MISSION, TX 78574	(956) 585-4111
ENGINEER: GILBERT J. GUERRA P.E.	115 W. OAK STREET, SUITE 100 EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: JOSE MARIO GONZALEZ R.P.L.S.	18300 MASO ESCONDIDO MONTE ALTO, TX 78538	(956) 380-9164 (956) 380-5166

RIO DELTA ENGINEERING
901 SOUTH 10 TH. AVENUE
EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

REVISION NOTES

NO.	REVISION	DATE	APPROVED

PROJECT	URBANO VILLARREAL SUBDIVISION PLAT SHEET - 1 MISSION, TEXAS
DRAWN	A.R.
TECHNICIAN	GILBERT GUERRA
CHECKED	GILBERT GUERRA
SURVEYOR	JOSE M. GONZALEZ
DATE	FEBRUARY 24, 2009
PROJECT	SUB 06 021
PAGE NO	1 OF 2

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Villegas Subdivision– Pct. 4**
Preliminary Approval

Villegas Subdivision is a two (2) lot subdivision located on the West side of Val Verde Road approximately 660 feet South of Monte Cristo Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 11, 2008. The proposed subdivision lies within a Zone "AH" as per FEMA's FIRM.

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

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Raul Palma and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Val Verde Road.

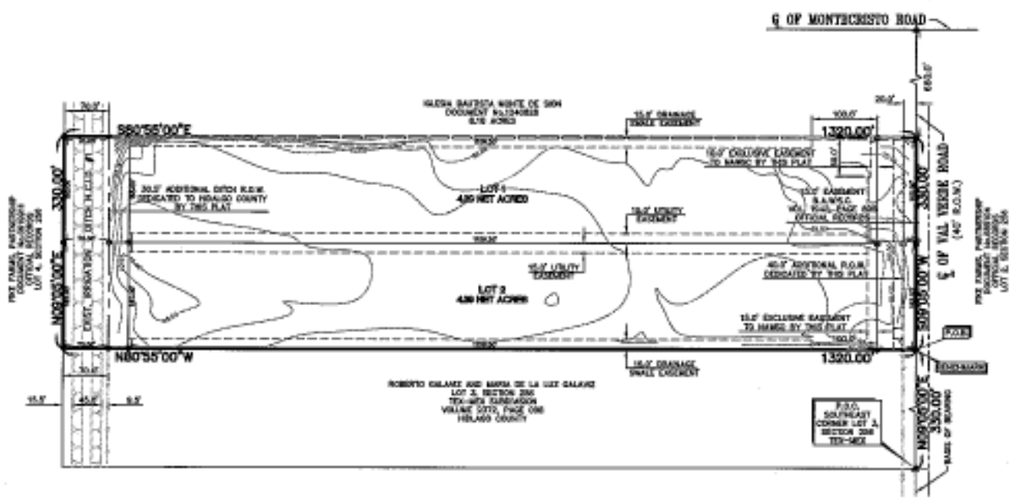
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Villega 6th Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-25-09	JRT
A	**1ST SHEET COMMENTS:** Please provide tie down dimension from lot line to drainage swale easement and to the exclusive NAWSC easement along the north east corner of lot one and the south east corner of lot 2. Refer to red line markups. This comment shall also apply to the 2nd sheet.		
B	Please modify lot dimension for both lots because now the drain ditch ROW line dedication becomes the new rear lot line. Also please change the line type for the existing east drain ditch right of way to dash or hidden line and the new drain ditch row line dedication to a solid line to represent the new lot line for both lots one and two. This comment shall apply also to the second sheet. Refer to red line markups.		
C	As per the index to sheet description; please delete the city certification in sheet one and delete the Spanish plat note and construction detail on sheet two. These items do not apply to this subdivision. This comment shall also apply to the 2nd sheet.		
D	PLAT NOTES: 1] Please verify if the following statement is true and if it applies to this subdivision; *"no other area are within the proposed subdivision to be inside the 100 year flood plain..."* because the entire subdivision property falls within flood zone "AH" 8] Please verify if the detention calculation will change or remain the same, now with new modification of adding two type "CC" inlets inside the drainage swales. If detention calculations do change please prepare a new drainage report and resubmit to the HCDD#1 for approval. →See attachment for additional plat note restriction requirement for the drainage issue for this subdivision.		
E	**2ND SHEET COMMENTS:** Please provide an approve discharge permit by HCDD#1 and HCID#1.		
F	Provide discharge outfall cross section detail from the type "CC" inlet inside drainage swale to the existing drain ditch. Refer to red line markups to sample detail.		
G	Please label the type "CC" inlets with top and flow elevations.		
H	Please provide grading flow elevation for proposed drainage swale. Refer to red line markups.		
I	Please label the utility easement between lots 1 and 2.		
J	Water Engineering Report: ➢ Please mention the total construction cost for the water facilities distribution system for this subdivision. ➢ Please replace the last sentences stating the deadlines to install a water meter with the fallowing: *"the entire water facilities have been approved and accepted by NAWSC and said distribution system is operable as of the date of the recording of the plat"*. See attachment for engineering report wording.		
K	OSSF Engineering Report: ➢ Minimum amount to submit in to escrow with a letter of credit is $1,500 dollars. ➢ Please verify that all dates coincide with the original letter of credit. Make sure that you state a time frame of 60 days before the expiration date of letter of credit, in order to give enough time for the developer to renew the letter of credit. See attachment for engineering report wording.		
L	All modification on water and OSSF engineering report shall reflect in Spanish version.		
M	As per drainage report; please verify if detention calculation will change or remain the same, now with new modification of adding two type "CC" inlets inside the drainage swales. If detention calculations do change please prepare a new drainage report and resubmit to the HCDD#1 for approval.		
N	All amount shown on the cost estimate chart, shall coincide with engineer's final construction cost estimate.		



SCALE: 1"= 100'

LEGEND

- ○ = SET 1/2" IRON ROD
- ● = FOUND 1/2" IRON ROD
- ⊕ = SET 60-D NAIL
- △ = FOUND COTTON PICKER SPINDLE
- -x-x-x- = ROMITE FENCE
- ⊹ = BORE LOCATION

GENERAL NOTES

1.) FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AH", BFE:73.0
COMMUNITY-PANEL NUMBER:480334 0233 D
MAP REVISED:JUNE 6, 2000
LOMR DATED MAY 17, 2001

THE AREAS WITH IN THE DRAINAGE EASEMENT AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITH THE 100-YEAR FLOOD PLAIN, COMMUNITY-PANEL No. 480334 0233 D, ZONE "AH" EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR DEFINES THE ENTIRE SUBDIVISION PROPERTY IS WITH IN FLOOD ZONE "AH" AND WITH IN THE 100-YEAR FLOOD PLAIN.

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

2.) ALL LOT CORNERS ARE MARKED WITH A ⅝" INCH IRON ROD WITH PLASTIC CAP STAMPED J.E. SAENZ.

3.) MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE AT THAT ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOT(S) LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.) BENCHMARK NOTE:
DATUM: NAD 1983 STATEPLANE, TEXAS SOUTH, FIPS, 4205, FEE
BENCHMARK ELEVATION: 60.64'
LOCATION TOP OF COTTON PICKER SPINDLE AT THE SOUTHEAST CORNER OF THE NORTH 13.00 ACRES OF THE SOUTH 26.00 ACRES OF LOT THREE SECTION TWO HUNDRED AND FIFTY SIX.

5.) NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
LOADBOOT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWER) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

6.) SETBACKS:
FRONT: 50 FEET
REAR: 25.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

7.) ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

8.) DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 27318 CUBIC FEET 2.38 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 OF THIS PLAT).

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

10.) GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

11.) EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWAGE, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.) ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
1. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
2. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
3. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
4. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTED ANY BY, ALSO WITH ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
5. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

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

15.) JAIME SALAZAR DE LA CERDA, JOSE ANGEL SALAZAR DE LA CERDA, JOSE CARLOS VILLEGAS, AND ROSA DALIA VILLEGAS, THE OWNER & SUBDIVIDER OF VILLEGAS SUBDIVISION, RETAINS THE RESPONSIBILITY FOR EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON INDIVIDUALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____

THIS PLAT IS APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS _____ DAY OF _____, 2005.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. No. 2 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. No. 2.

_____ _____
SECRETARY PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAIME SALAZAR DE LA CERDA, JOSE ANGEL SALAZAR DE LA CERDA, JOSE CARLOS VILLEGAS, AND ROSA DALIA VILLEGAS, OWNERS OF THE 10.0 ACRE TRACT OF LAND DESCRIBED WITHIN THE PRECEDING CAPTION SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DO DEDICATE TO THE PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

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

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

_____ _____
OWNER: JOSE CARLOS VILLEGAS DATE

_____ _____
OWNER: ROSA DALIA VILLEGAS DATE

_____ _____
OWNER: JAIME SALAZAR DE LA CERDA DATE

_____ _____
OWNER: JOSE ANGEL SALAZAR DE LA CERDA DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, JOSE E. SAENZ, JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
JOSE E. SAENZ, P.E. NO. 82553

STATE OF TEXAS
COUNTY OF HIDALGO

I, PABLO SOTO JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

_____ _____
PABLO SOTO JR., R.P.L.S. NO. 4847

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAIME SALAZAR DE LA CERDA, JOSE ANGEL SALAZAR DE LA CERDA, JOSE CARLOS VILLEGAS, AND ROSA DALIA VILLEGAS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF _____, 200__.

_____ _____
NOTARY PUBLIC COUNTY OF HIDALGO DATE

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VILLEGAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20__.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST:
_____ _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____M ON THE ___ DAY OF _____, 20__, AND WAS RECORDED IN BOOK _____, PAGE(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____M, ON _____, 20__.

INDEX TO SHEET OF SUBDIVISION

SHEET 1	HEADING; NOTES; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THIS PRECINCT THIS PROJECT IS SITUATED; H.C.I.D.#1 CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; HIDALGO COUNTY HEALTH DISTRICT AND HIDALGO COUNTY POINT OF WAY CERTIFICATES;
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER COLLECTION PROPOSED REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CARLOS VILLEGAS	210 E. BUTLER	PHARR, TEXAS 78577	(956) 207-7207	N/A
ENGINEER:	JAMES RYAN JEMA, P.E.	P.O. BOX 3293	EDINBURG, TEXAS 78540	(956) 383-2984	(956) 383-3738
SURVEYOR:	PABLO SOTO JR., RPLS.	P.O. BOX 3293	EDINBURG, TEXAS 78540	(956) 383-2984	(956) 383-3738



LOCATION MAP
SCALE: 1"=5000'

LOCATION DESCRIPTION

VILLEGAS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY #DISTRICT #4 APPROXIMATELY 6500 FEET SOUTH OF INTERSECTION OF MONTECRISTO ROAD AND VAL VERDE ROAD, WEST OF VAL VERDE ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF SECRETARY OF THE CITY OF EDINBURG (POPULATION 43,726), VILLEGAS SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS OF EDINBURG AND IS 1.2 MILES OUTSIDE THE CITY'S EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND 212.001.

METES AND BOUNDS DESCRIPTION

A 10.00 (435600.00 SQ. FT.) ACRE TRACT OF LAND BEING THE NORTH 10.00 (435600.00 SQ. FT.) ACRES OF THE SOUTH 20.00 (871200.00 SQ. FT.) ACRES OF LOT THREE (3), SECTION TWO HUNDRED FIFTY-SIX (256), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, AS MAP WAS RECORDED IN VOLUME 3, PAGE 28, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 10.00 (435600.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF LOT THREE (3), SECTION TWO HUNDRED FIFTY-SIX (256), TEXAS-MEXICAN RAILWAY COMPANY SURVEY; THENCE NORTH 00° 05' 00" EAST, 330.00 FEET WITH THE EAST BOUNDARY LINE OF SAID LOT THREE (3), SECTION TWO HUNDRED FIFTY-SIX (256), TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE NORTH 89° 55' 00" WEST, AT 33.00 FEET PASS A HALF (1/2) INCH IRON ROD FOUND AT THE EASTERLY WEST RIGHT OF WAY LINE OF VAL VERDE ROAD, AT 1250.00 FEET PASS A HALF (1/2) INCH IRON ROD SET AT THE EAST RIGHT OF WAY LINE OF AN IRRIGATION DITCH, AT 1320.00 FEET IN ALL TO A FOUND HALF (1/2) INCH IRON ROD AT THE WEST BOUNDARY LINE OF SAID LOT THREE (3) SECTION TWO HUNDRED FIFTY-SIX (256), FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 00° 05' 00" EAST, 330.00 FEET WITH SAID WEST BOUNDARY LINE TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 89° 55' 00" EAST, AT 33.00 FEET TO A HALF (1/2) INCH IRON ROD FOUND AT SAID EAST RIGHT OF WAY LINE OF SAL VERDE ROAD, AT 1250.00 FEET IN ALL TO A FOUND HALF (1/2) INCH IRON ROD AT THE EASTERLY WEST RIGHT OF WAY LINE OF SAL VERDE ROAD, AT 1320.00 FEET IN ALL TO A 60-D NAIL SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 00° 05' 00" WEST, 330.00 FEET TO THE POINT OF BEGINNING CONTAINING 10.00 (435600.00 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

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

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

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

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

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

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

PRELIMINARY
VILLEGAS SUBDIVISION

A 10.0 ACRE TRACT OF LAND BEING THE NORTH 10.0 ACRES OF THE SOUTH 20.0 ACRES OF LOT 3, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGE 28, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

DATE OF PREPARATION: FEBRUARY 2005

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2984
FAX (956) 383-3738

SHEET 1 OF 2
PROJECT NO. SUB 07 004

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Estate One Subdivision– Pct. 1**
Preliminary Approval

Estate One Subdivision is a two (2) lot subdivision located on the Northeast of Mile 6 ½ West Road and Mile 11 North Road.

The proposed Subdivision lies within the City of Weslaco E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 23, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty (40) feet on Mile 11 North Road and twenty (20) feet on Mile 6 West Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jacobo Garza and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on Mile 11 North Road that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Weslaco.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Estates One 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-19-09	JRT
A	**1ST SHEET COMMENTS:** Provide a 50'x50' corner clip on lot 2 for the north east corner of Mile 11 North Rod and Mile 6 ½ West Road street intersections.		
B	PLAT NOTES: 4] Provide Datum for BM 5] Add the fallowing restriction wording to this note; *"construction of residential housing within any area of the subdivision that is in the 100-year flood plain is prohibited unless the housing qualifies for insurance under the national flood insurance act of 1968 (42 u.s.c. Sections 4001 through 4127)"* 18] Add to the note that street lights are being required by the city of Weslaco.		
C	**2ND SHEET COMMENTS:** Crossing permit for water line service from HCROW is required.		
D	Show irrigation line connecting to the existing 12" irrigation valve and the 24" stand pipe in lot 2.		
E	Please provide tie down dimension for the existing structures and existing OSSF in lot 2		
F	As per OSSF engineering report please mention that there's an existing OSSF currently in use for residence in lot 2.		
G	Delete one of the engineer certification for the water and OSSF engineering report.		
H	All modifications on water and sewage engineering report need to reflect on Spanish version.		
I	Submit soil reports analysis to our office.		
J	**3RD SHEET COMMENTS:** Label for contractor to re-construct Mile 11 North Road and Mile 6 ½ West Rd road side ditch to county specifications.		
K	Verify with Hidalgo County Right Of Way if they have a concern with the existing fence inside Mile 6 ½ West and Mile 11 North Rd right of way.		
L	Amounts in const estimate chat shall coincide with final engineer construction cost estimate.		

ESTATE ONE SUBDIVISION

A 5.00 ACRE TRACT OF LAND OUT OF FARM TRACT 229, WEST AND ADJAMS TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 3152440, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

1. MIN BUILDING SETBACK LINES:
FRONT 40.0'
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
REAR 10.0' OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTES:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● =CMHSTEEL ½" IRON ROD SET UNLESS OTHERWISE NOTED.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK ELEV. = 75.00', NAIL AT NORTHWEST CORNER OF THIS SUBDIVISION.

5. FLOOD ZONE DESIGNATION:
FLOOD ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLN.
COMMUNITY-PANEL no. 480334 0450 C
MAP REVISED JUNE 6, 2000
MAP REVISED TO REFLECT LOMR-MAP-10-2002.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF _3.5(22)_ CUBIC FEET / _0.08_ ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE EAST SIDE OF THIS PROPERTY FOR LOT 2.

LOT 1 3,550 SF - 0.08 ACRE-FEET
LOT 2: 13,305 SF - 0.31 ACRE-FEET

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

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

10. THIS SUBDIVISION HAS A 15'WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE EAST SIDE OF THIS SUBDIVISION AND A 10'DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THIS LOT.

11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A- OSSF SYSTEM IS DEFINE DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

B- EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C- OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D- SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

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

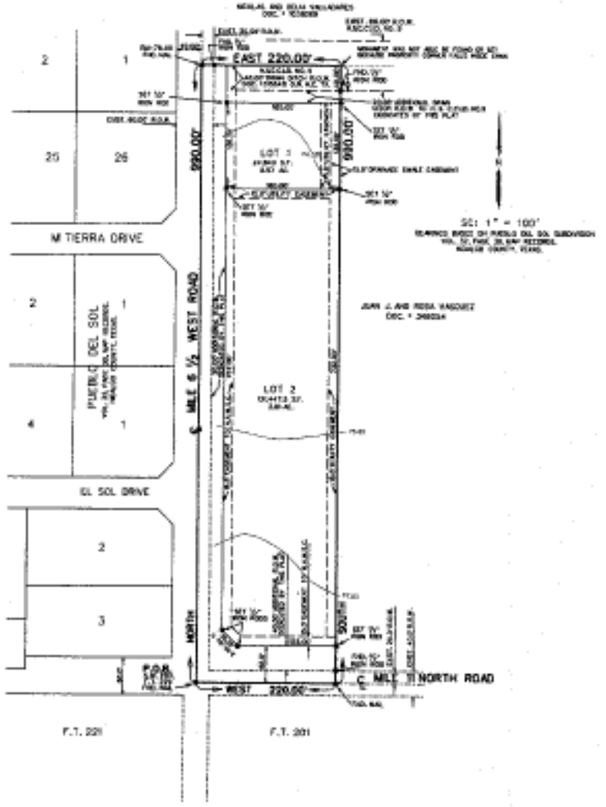
F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANKS
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

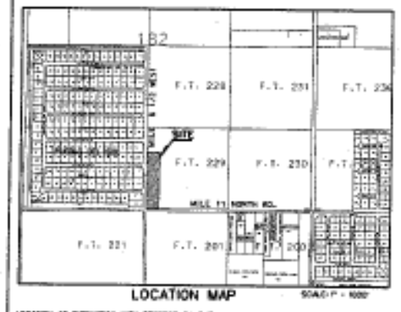
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

13. ROSA CAMPOS., THE OWNER & SUBDIVIDER OF ESTATE ONE SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

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





LOCATION MAP SCALE: 1" = 1000'

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

THE ESTATE ONE SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 ON EAST SIDE OF HIDALGO COUNTY AND AT THE NORTHEAST CORNER OF MILE 6 ½ WEST AND OF MILE 11 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO POPULATION 31,662(2000) (CENSUS). ESTATE ONE SUBDIVISION LIES APPROXIMATELY 10 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

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

17. ALL UTILITY EASEMENTS, ALLEYS AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.

18. PROVIDE STREET LIGHT AT TIME OF DEVELOPMENT OF SUBDIVISION, BY DEVELOPER

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ROSA CAMPOS	RT. 1, BOX 276-E	WESLACO, TEXAS.	(956) 534-8458
ENGINEER:	GUILLERMO A. ARRIAGA, P.E.	328 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0216
SURVEYOR:	ROBERTO L. GUTIERREZ	2800 S. 84th AVE.	MISSION, TEXAS. 78572	(956) 585-5462

METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND OUT OF FARM TRACT 229, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NO. 3152440, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND AT THE INTERSECTION OF MILE 6 ½ WEST AND MILE 11 NORTH ROAD, FOR THE SOUTHWEST CORNER OF FARM TRACT 229 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE NORTH, ALONG THE CENTERLINE OF MILE 6 ½ WEST AND THE WEST LINE OF FARM TRACT 229, A DISTANCE OF 990.00 FEET TO A NAIL FOUND FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE NORTH, PASSING A ½" IRON ROD FOUND AT 30.60 FEET FOR THE EAST R.O.W. LINE OF MILE 6 ½ WEST, A TOTAL DISTANCE OF 220.80 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE, SOUTH, PASSING A ½" IRON ROD FOUND AT 40.00 FEET FOR THE SOUTH LINE OF A 80.00 FOOT R.O.W.D. NOT/DRAIN DITCH R.O.W., THENCE A ½" IRON ROD FOUND AT 870.00 FEET FOR THE NORTH R.O.W. LINE OF MILE 11 NORTH ROAD, A TOTAL DISTANCE OF 990.00 FEET TO A NAIL FOUND ON THE SOUTH LINE OF FARMS TRACT 229 AND IN THE CENTERLINE OF MILE 11 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, WEST, ALONG THE SOUTH LINE OF FARM TRACT 229 AND THE CENTERLINE OF MILE 11 NORTH ROAD, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.03 ACRES OF LAND MORE OR LESS.

LIENHOLDER'S ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HIDALGO

I, PHIL HARRIS, HOLDER (OR DULY AUTHORIZED OFFICERS OF THE HOLDER) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE ESTATE ONE SUBDIVISION OF THE CITY OF WESLACO AND HIDALGO COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREIN.

SECURITY INTEREST HOLDER

PHIL HARRIS, TRUSTEE
P.O. BOX 9088
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, PHIL HARRIS, ON THIS DAY PERSONALLY APPEARED KNOW TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC, FOR THE STATE OF TEXAS

RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE) FOREGOING ARE MADE, IN CONSIDERATION OF ONE DOLLAR (1.00.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ISLAND WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15'IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THE PIPELINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS DRAFT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND ITS REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2005.

_____
CANDY ROSA CAMPOS

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

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

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ESTATE ONE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ESTATE ONE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ - 2005.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT SEARON THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___ M ON _____, AND WAS RECORDED IN BOOK _____, PAGE(S) _____ AND THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___ M

_____
HIDALGO COUNTY CLERK

DATE OF PREPARATION DECEMBER 2005

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ROSA CAMPOS
AS OWNER (S) OF THE 5.00 ACRE TRACT BY LAND ENCOMPASSED WITHIN THE PURPOSES (S) AND CONSIDERATIONS EXPRESSED IN THIS SUBDIVISION PLAT, HEREBY DEDICATE THE LAND AS RECORDED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

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

_____ _____
OWNER: ROSA CAMPOS DATE
RT. 1, BOX 276-E
WESLACO, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, ROSA CAMPOS, ON THIS DAY PERSONALLY APPEARED KNOW TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2005

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF _____, 2005

_____
PRESIDENT DATE

ATTEST: _____
SECRETARY DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED AND APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

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

_____ _____ _____ _____
MAYOR, CITY OF WESLACO DATE CITY SECRETARY DATE

THIS SUBDIVISION PLAT OF ESTATE ONE SUBDIVISION WAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS _____ DAY OF _____, 2005 A.D.

_____
CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
ROBERTO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2718
2800 S. 84th AVENUE
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ 12/1/05
GUILLERMO A. ARRIAGA
LICENSED PROFESSIONAL ENGINEER No. 94001
328 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS — GUILLERMO A. ARRIAGA — 94001 — LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 3

INDEX TO SHEET OF ESTATE ONE SUBDIVISION

SHEET 1	PEDIGREE, SHEET LOCATION MAP AND TITLE PRINCIPAL CONTACTS
	PLAT METES AND BOUNDS, AND CERTIFICATE OF AUTHORIZATION, LEGAL DESCRIPTION, NOTICES
	AND BENCHMARK, GENERAL NOTES, LOCATION MAP, REVISION NOTES, PRINCIPAL CONTACTS
	OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL
	CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, COUNTY ENTITIES
	PLAT APPROVAL, CERTIFICATION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS CITIZENSHIP
	(U.S.A.), CERTIFICATION, IMMIGRATION, DISTRICT, DEPARTMENT OF APPROVALS
SHEET 2	BOUNDARY SURVEY, LOT LAYOUT, STREET PATTERN, EASEMENTS
	WATER DISTRIBUTION AND SYSTEM, SEWAGE FACILITIES, DRAINAGE REPORT
	GENERAL AND SPECIFIC CONDITIONS, INCLUDING DESCRIPTION OF ROADS AND WASTE
	WATER, AND DESCRIPTION OF CERTIFICATION (GENERAL AND SPECIFIC CONDITIONS)
	(GENERAL PAVING SURFACE CONSTRUCTION), OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
SHEET 3	DRAINAGE REPORT, INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THE DEVELOPMENT, MAP OF SUBDIVISION AND DRAINAGE, AND ATTESTATION &
	CERTIFICATIONS, REVISION NOTES, CONSTRUCTION DETAILS

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
328 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0216
E-MAIL:NAINENGINEERING@YAHOO.COM

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Canuck Village Subdivision– Pct. 1**
Preliminary Approval

Canuck Village is a fifty one (51) lot subdivision located on the Northwest intersection of Mile 2 West Road and Mile 12 North Road.

The proposed Subdivision lies within the City of Weslaco E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 21, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 12 North Road and ten (10) feet on Mile 2 West Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 12 Road that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 24, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Weslaco.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Canuck Village Subdivision 1st Review** **Page** 1 of 2

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-19-09	JRT
A	**1ST SHEET COMMENTS:** Please submit grantors warranty deed for the describe 28.76 acres property.		
B	Please provide dimension length for Canuck Street right of way.		
C	Please complete all utility easement notations wording.		
D	Correct easement dedication notation for the drainage swale easement on lot 44. Easement will not be use for a swale, therefore only word it as *"drainage easement"*		
E	Please label ownership and recorded document number of the 25 feet electrical easement and provide tie down dimensions from lot line to easement line.		
F	As per community panel number 0450 c dated 6/6/200 revise to reflect LOMR 5/30/01, please show the approximate location of flood zone "x" (***shaded***) and flood zone "x" (***not shaded***).		
G	Minimum corner clip for minor street external clips shall be at 25'x25' for lots 18 & 51, and 50'x50' for main arterial exterior clips for lot 15 intersection of Mile 2 West Rd and Mile 12 North Rd.		
H	Please provide crow feet arrows at each property corner.		
I	Please provide deed document number for Arturo Jr. & Juan M. Ayala north adjoiner.		
J	Please show all surrounding subdivision on location map.		
K	Correct sheet number on title sheet below the location map, and also correct the index to sheet description, describe the city approval certification, and the Hidalgo County ROW and Health department certifications on sheet one.		
L	METES AND BOUNDS: ❖ Commencing Point; please describe the P.O.C. and the South west corner of lot 2007 as being also the intersection line of Mile 2 West and Mile 12 North Rd. ❖ 1st CALLOUT; describe the south original lot line of lot 2007 as also being the center line of Mile 12 North Rd. ❖ 2ND & 5TH CALLOUT; describe the existing north right of way line for Mile 12 North Rd.		
M	PLAT NOTES: ***PLEASE NUMBER ALL PLAT NOTE IN ORDER*** 2] Mention all three flood zone description with its correct definition as shown on flood zone map community panel number 0450 C 6/6/2000 revised to reflect LOMR 05/30/02. 3&4] Please incorporate these two notes in to one. 7] Total detention calculation do not coincide with original approve drainage report. 8] Please provide a 3rd permanent BM with in subdivision set of concrete with disk 9] Add to item "A" the following; "a separate design shall be submitted for a commercial and multifamily use. 11&18] Please incorporate these two notes in to one. See attachment for correct wording restriction *** *ADDITIONAL PLAT NOTE IS REQUIRED SEE ATTACHMENT* ***		
N	Please provide the Hidalgo County Right of Way Director, Hidalgo County Assistant Chief Inspector, City of Weslaco Mayor, and Planning and Zoning Chairperson certification signature blocks.		
O	Correct owners name on the NAWSC Easements and ROW certification signature block.		

P	**2ND SHEET COMMENTS:** Water engineering report is incomplete; please describe the total construction cost estimate for the water distribution system for the subdivision and the amount paid to NAWSC 30 year water service agreement.
Q	OSSF engineering report is incomplete; please describe the soil evaluation report, and mention if all septic tanks will be installed before final approval or if developer will provide an escrow.
R	Make sure the subdivider certificate and statement coincide with OSSF engineering report.
S	All modification on the water and OSSF engineering report need to reflect on Spanish version.
T	Provide flange elevation for all proposed fire hydrants.
U	Hidalgo county utility crossing permit are required for all water service crossing Mile 2 West Road and the Storm sewer line running along the north right of way of Mile 12 North Rd.
V	See sheet one for comments on vicinity map and index to sheet description.
W	**3RD SHEET COMMENTS:** Delete the subdivider certificate and statement because it's already being provided on the 2nd sheet.
X	Provide spot topography elevation at 1/10 of foot and natural water flow arrows.
Y	Please provide 50'x50' pad site elevated to the BFE 60.00 for all subdivision lots that fall inside flood zone "AH". Pad site shall be constructed based on the minimum front set back applied for each lot.
Z	Please label the existing pavement width for Mile 12 North Rd and Mile 2 West Rd.
Aa	Please label stand pipe in front of lot 17 and inside the north right of way of Mile 12 North Rd. Please notify the Hidalgo County Right Of Way Dept on this matter. Approval from the Hidalgo County Right of Way is required.
Bb	See attachment for share driveway county specification and include detail on this sheet.
Cc	Please provide cross section detail for type "C" inlets connection from drainage swale to the road side ditch on Mile 12 North Rd. Refer to redline markups.
Dd	Provide Cross section detail for outfall discharge pipe.
Ee	Please show existing drain ditch right of way with recorded document deed number and also mention ownership of drain ditch ROW.
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.

SUBDIVISION MAP OF
CANUCK VILLAGE

HIDALGO COUNTY, TEXAS

BEING A 28.76 ACRE TRACT OUT OF LOT 2007, NORTH CAPISALLO DISTRICT LLANO GRANDE GRANT, VOLUME 2, PAGES 7-20, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

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

I (WE) PAUL DANEC AS OWNER(S) OF THE 28.76 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CANUCK VILLAGE SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THE SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK AND EASEMENTS SHOWN HEREIN.

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

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET , THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE OF TEXAS;
(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.

DANEC LAND & CATTLE CO., INC. (DATE)
PAUL DANEC
P.O. BOX 3865
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS
EXPIRATION DATE: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, P.E., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, LICENSE NUMBER TX. 86662, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

RENE BARRERA, P.E.
LICENSED PROFESSIONAL ENGINEER No. 86662

STATE OF TEXAS
COUNTY OF HIDALGO

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

JOSE MARIO GONZALEZ, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5571

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE CANUCK VILLAGE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON:

HIDALGO COUNTY JUDGE — DATE

ATTEST:

HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY HEREBY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK, _____ M. ON THE _____ DAY AND WAS RECORDED IN BOOK _____ VOLUME _____ OF THE PLAT RECORDS OF HIDALGO COUNTY AT _____ PAGE _____ IN OF _____.

HIDALGO COUNTY CLERK

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	PAUL DANEC	P.O. BOX 3865	EDINBURG, TX 78540	956-867-4004
ENGINEER:	RENE BARRERA, P.E.	700 N. 10TH ST. STE. 300	McALLEN, TX 78504	956-687-3355
SURVEYOR:	JOSE MARIO GONZALEZ, RPLS	2307 MATED ESCOBAR	MONTE ALTO, TX 78538	956-380-5614

GENERAL PLAT NOTES:

1. SETBACK LINES ARE AS FOLLOWS:
FRONT FOR LOTS FACING MILE 12 N. ROAD = 40.0'
FRONT FOR LOTS FACING MILE 2 W. ROAD = 40.0'
FRONT = 20.0' OR EASEMENT WIDTH, WHICHEVER IS GREATER
SIDE = 6.0' OR EASEMENT WIDTH WHICHEVER IS GREATER
REAR = 15.0' OR EASEMENT WIDTH WHICHEVER IS GREATER

2. FLOOD ZONE STATEMENT:
AREAS OF THIS TRACT OF LAND LIE IN ZONE "A", AREAS OUTSIDE OF THE 100 YEAR FLOOD PLAIN AND FLOOD ZONE "AE"-SPECIAL FLOOD HAZARD AREA DESIGNATED BY THE 100-YEAR FLOOD WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED
FIRM 480334 0450 C
MAP REVISED JUNE 6, 2000
BASE FLOOD ELEVATION DETERMINED TO BE ELEVATION=99.00

CONSTRUCTION OF RESIDENTIAL HOUSES WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. (42 U.S.C. SECTIONS 4028 THROUGH 4127)

3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE AT ELEVATION = 99.00 OR GREATER, 12 FEET ABOVE BASE FLOOD ELEVATION

4. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. LANDS CONTAINED WITHIN THIS SUBDIVISION ARE NOT LOCATED WITHIN A 1000 FOOT RADIUS FROM A POTABLE WATER ORNAMENTAL WELL.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAN OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7. DRAINAGE
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 91.605 CUBIC FEET, OR 1.97 AC-FT OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY MEANS DESCRIBED ON DRAINAGE REPORT ON SECOND SHEET.

7. BENCHMARK: #5 IRON ROD, APPROXIMATELY 3 FEET NORTH AND EAST OF THE NORTHEAST CORNER OF DRIVE AT MILE 12 1/2 NORTH ROAD AND EAST LATERAL CANAL. ELEVATION = 99.93 (DATUM: N.G.V.D. 1929) LEGAL DESCRIPTION: N/A A COTTON PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF THIS SUBDIVISION LYING ON CENTERLINE OF MILE 12 NORTH RD. (ELEV.=90.267)(DATUM: N.G.V.D. 1929)

6. OSSF NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

10. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. UNIT OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

12. DANEC LAND AND CATTLE CO., THE OWNERS & SUBDIVIDERS OF CANUCK SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOTS AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT WITHIN THE SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

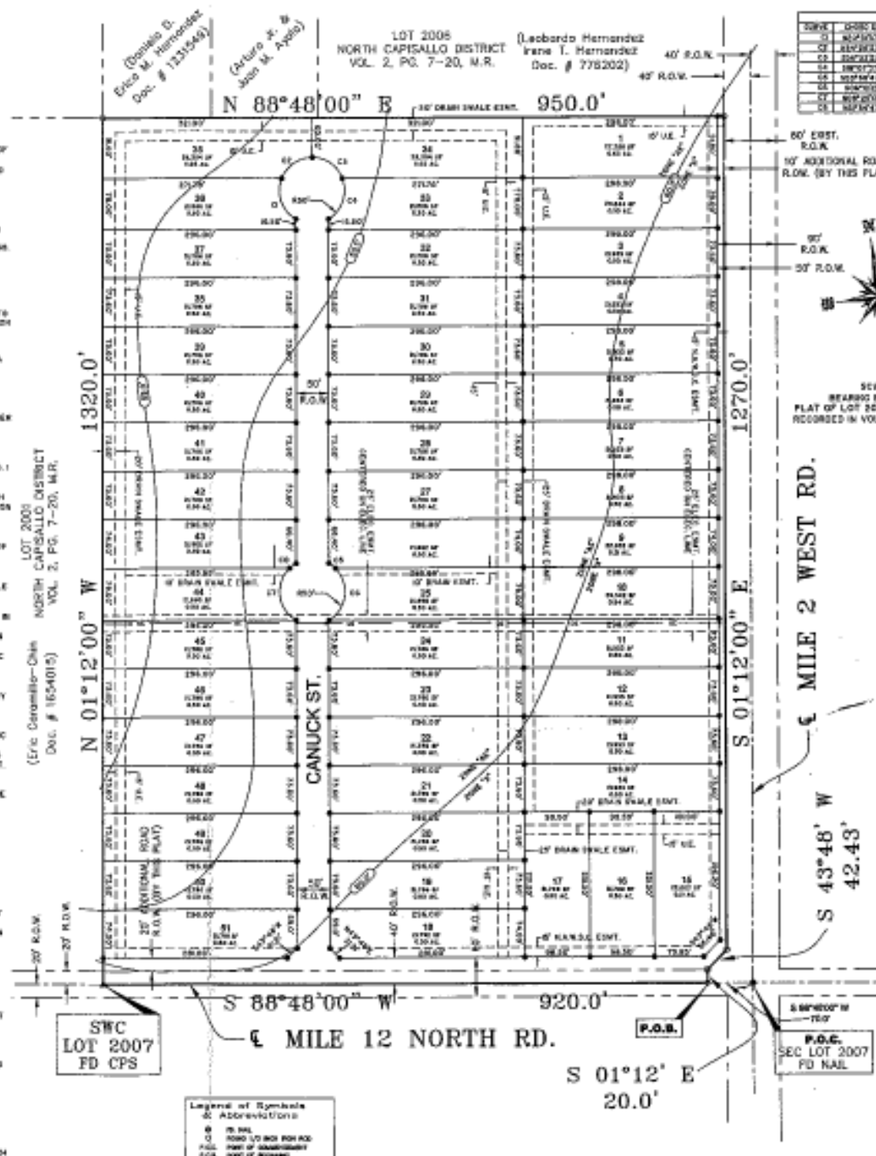
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 8 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AND EASEMENT.

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

16. LOTS 15 & 51 SHALL HAVE NO ACCESS ONTO MILE 12 NORTH ROAD.

17. SWALES ARE COMMON TO THE LOT OWNERS OF CANUCK VILLAGE AND EACH LOT OWNER SHALL MAINTAIN SWALES FOR PROPER DRAINAGE.

18. LOTS 1-17 SHALL CONSIST OF OTHER COMMERCIAL OR SINGLE FAMILY RESIDENTIAL USES. LOTS 18-51 SHALL CONFORM ONLY TO SINGLE FAMILY RESIDENTIAL USES.



CURVE TABLE				
CURVE	CHORD BRG.	CH. LENGTH	ARC LENGTH	RADIUS
C1	N02°12'00"W	63.62'	73.82'	50.0'
C2	S34°36'00"E	28.28'	31.11'	50.0'
C3	S34°36'00"E	28.28'	31.11'	50.0'
C4	S89°12'00"E	63.62'	73.82'	50.0'
C5	N02°48'00"E	63.62'	73.82'	50.0'
C6	N34°36'00"W	28.28'	31.11'	50.0'
C7	N34°36'00"W	28.28'	31.11'	50.0'
C8	N89°12'00"W	63.62'	73.82'	50.0'



PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
DATE PREPARED: 02/15/07
DATE SURVEYED: 6/16/05

PLAT SHEET 1 of 2

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

CANUCK SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1, IN EASTERN MCALLEN, HIDALGO COUNTY AND IS FURTHER LOCATED AT THE NORTHWEST INTERSECTION OF MILE 2 WEST ROAD AND MILE 12 NORTH ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF MCALLEN, HIDALGO COUNTY. THE SUBDIVISION LIES APPROXIMATELY 2.75 MILES FROM THE CITY LIMITS OF MCALLEN, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF MCALLEN AND UNDER LOCAL GOVERNMENT CODE 212.001 (MCALLEN POPULATION IS 106,414 AS PER 2000 CENSUS DATA)

METES AND BOUNDS DESCRIPTION

A 28.76 ACRE TRACT OF LAND OUT OF LOT 2007, NORTH CAPISALLO DISTRICT LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 2-15 AND PAGES 15-20, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 28.76 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND AT THE SOUTHEAST CORNER OF LOT 2007, THENCE S 89°48' W, WITH THE SOUTH LINE OF SAID LOT 2007, A DISTANCE OF 70.0 FEET TO THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, S 89° 48' W, CONTINUING WITH SAID SOUTH LINE A DISTANCE OF 920.0 FEET TO A COTTON PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2007 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, N 01°12' W, ALONG THE WEST LINE OF SAID LOT 2007, A DISTANCE OF 1320.00 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 2007 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, N 88°48' E, ALONG THE NORTH LINE OF SAID LOT 2007, A DISTANCE OF 950.00 FEET TO AN IRON ROD FOUND ON THE WEST R.O.W. LINE OF MILE 2 WEST ROAD FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, S 01°12' E, ALONG THE WEST R.O.W. OF SAID MILE 2 WEST ROAD, A DISTANCE OF 1270.00 FEET TO AN IRON ROD FOUND FOR AN OUTER CORNER OF THIS TRACT OF LAND;

THENCE, S 43°48' W, A DISTANCE OF 42.43 FEET TO AN IRON ROD FOUND FOR AN INNER CORNER OF THIS TRACT OF LAND;

THENCE, S 01°12' E, A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING, AND TRACT CONTAINING 28.76 ACRES OF LAND, MORE OR LESS.

HIDALGO COUNTY IRRIGATION DISTRICT No. 9

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 9 ON THIS _____ DAY OF _____, 200__

MANAGER — DATE

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.I.D. NO. 9.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS ON THE DISTRICT ADOPTED DRAINAGE TECHNICAL MANUAL UNDER CODE SECTION 49.211(b). 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 THOSE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____ DATE: _____

NORTH AMERICAN WATER SUPPLY NOTE

KNOW ALL MEN BY THESE PRESENT, THAT THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH AMERICAN WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL, AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS shown on THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSES FOR WHICH THE ABOVE REFERENCED 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) INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED CROSS ON A PUBLIC ROAD OR THE CITY, COUNTY, OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE RELOCATION OF THE WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, SAID EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE THEREOF BEING THE PIPELINE AS RELOCATED.

NORTH AMERICAN WATER SUPPLY NOTE CONTINUED:

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURE REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS.

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTES THIS INSTRUMENT ON THIS _____ DAY OF _____, 20____.

DAVID GARCIA

BIG ENGINEERING
700 N. 10th Street, Ste. 300
McAllen, Texas 78504
956-687-3355
956-992-0001 (FAX)

INDEX OF SHEETS

NO.	DESCRIPTION
1	MEANING INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, PLAT WITH LOT #, STREETS, AND EASEMENT DEDICATION, METES AND BOUNDS, SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION AND ATTESTATION, COUNTY CLERK RECORDING CERTIFICATE, HIDALGO COUNTY APPROVAL, DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY, WATER APPROVAL, IRRIGATION DISTRICT APPROVAL.
2	ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER, ENGINEER'S CERTIFICATION, WATER DETAILS, MAP OF WATER DISTRIBUTION, TYPICAL MAP OF OSSF.
3	DRAINAGE REPORT, MAP OF TOPOGRAPHY AND DRAINAGE WITH ENGINEER'S CERTIFICATION, PONDS AND DRAINAGE DETAILS.

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **La Frontera Estates Phase 3 Subdivision– Pct. 1**
Final Approval

La Frontera Estates Phase 3 is a ninety four (94) lot subdivision located on the West side of Valverde Road approximately 1 ½ mile South of Business 83.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 09, 2008. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty five (45) feet on Valverde Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

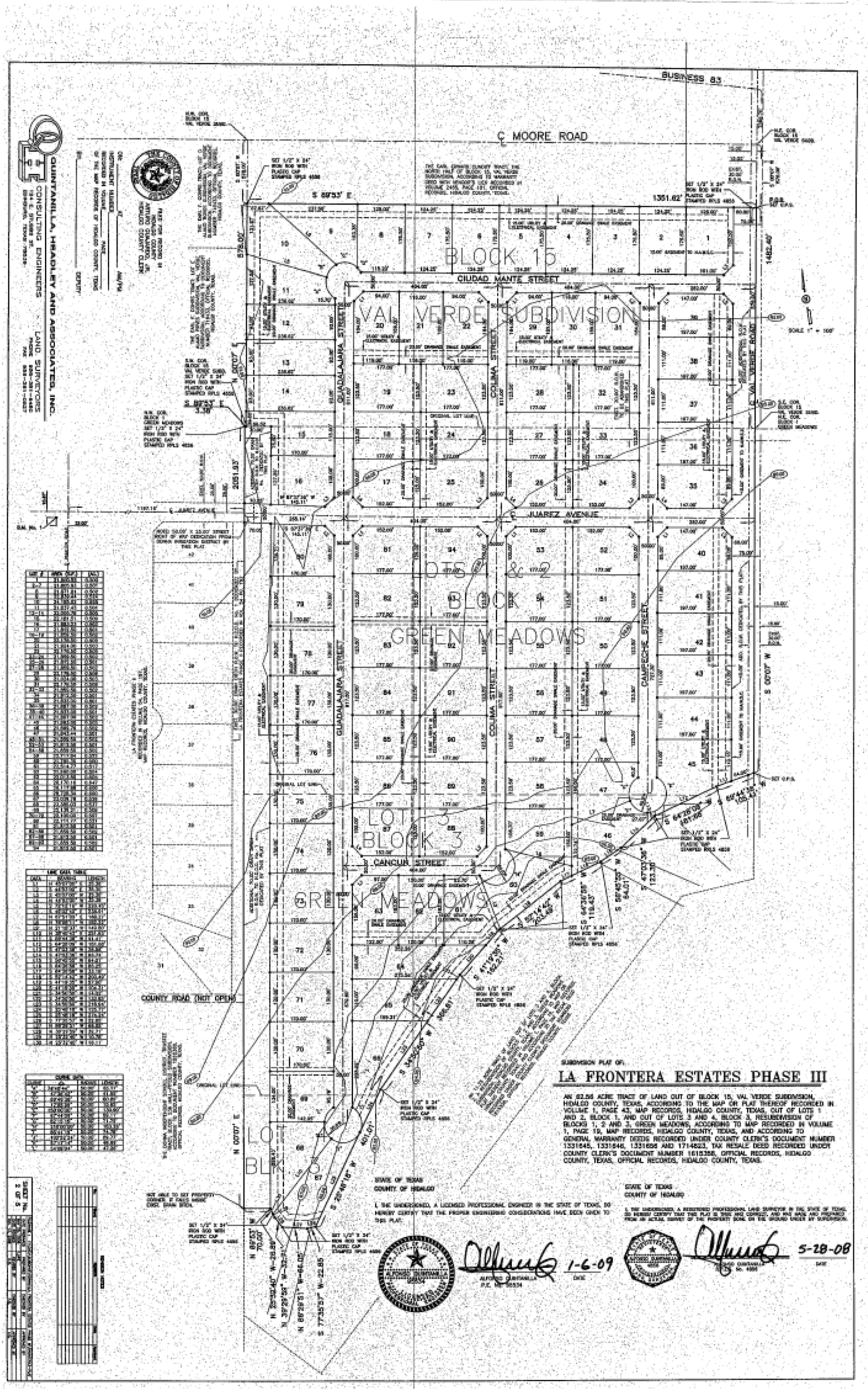
Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Juarez Avenue that will serve as the primary server of water for the development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on February 03, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **March 24, 2009.**


BUSINESS 83
C MOORE ROAD
BLOCK 15
CIUDAD MANTE STREET
VAL VERDE SUBDIVISION
VAL VERDE ROAD
JUAREZ AVENUE
GUADALAJARA STREET
COLIMA STREET
CAMPECHE STREET
CANCUN STREET
LOTS 1 & 2
BLOCK 4
GREEN MEADOWS
LOT 3
BLOCK 3
GREEN MEADOWS
LOT 4
BLOCK 3
COUNTY ROAD (NOT OPEN)
QUINTANILLA, HINADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
SUBDIVISION PLAT OF:
LA FRONTERA ESTATES PHASE III
AN 82.56 ACRE TRACT OF LAND OUT OF BLOCK 15, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, OUT OF LOTS 1 AND 2, BLOCK 1, AND OUT OF LOTS 3 AND 4, BLOCK 3, RESUBDIVISION OF BLOCKS 1, 2 AND 3, GREEN MEADOWS, ACCORDING TO MAP RECORDED IN VOLUME 1, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1331645, 1331646, 1331656 AND 1714823, TAX RESALE DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1618358, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.
ALFONSO QUINTANILLA
P.E. No. 85534
1-6-09
DATE
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.
ALFONSO QUINTANILLA
No. 4856
5-28-08
DATE

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Carolina No. 1 Subdivision – Pct. 3**
Final Approval

Carolina No. 1 Subdivision is a nine (9) lot subdivision located on the Southwest corner of Texan Road and Mile 4 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 02, 2006. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 4 North Road and ten (10) feet on Texan Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

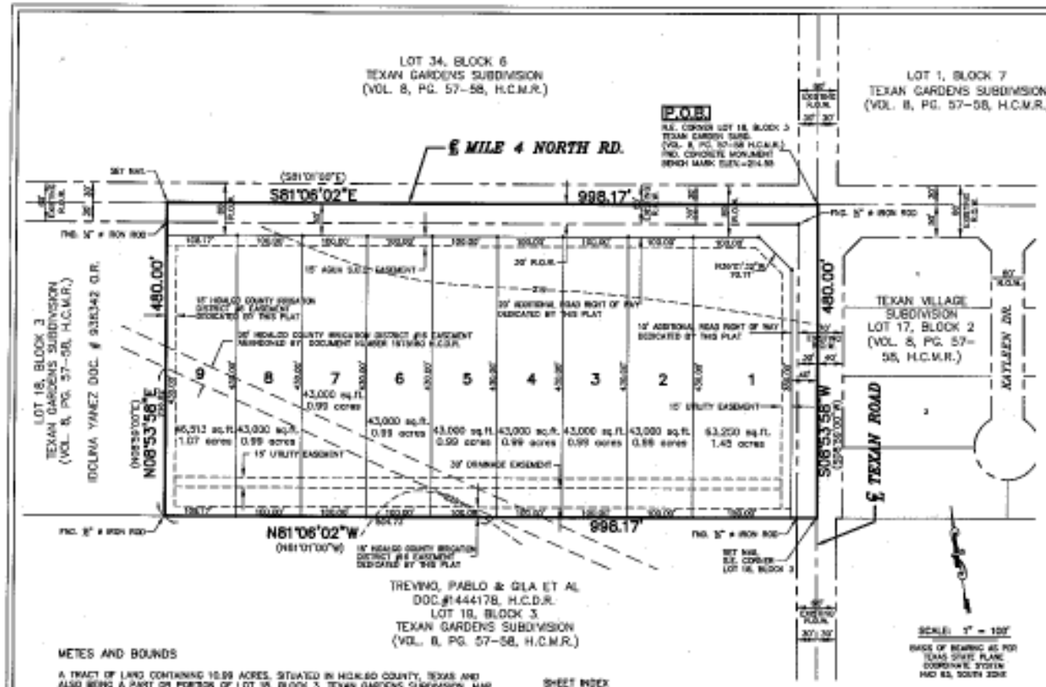
Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Juan Pena and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Agua Special Utility District. There is an existing eight (8) inch waterline on Texan Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on December 23, 2008. 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 **March 24, 2009.**



METES AND BOUNDS

A TRACT OF LAND CONTAINING 10.99 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 18, BLOCK 3, TEXAN GARDENS SUBDIVISION, MAP REFERENCE: VOLUME 8, PAGE 57-58, H.C.M.R. AND SAID 10.99 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

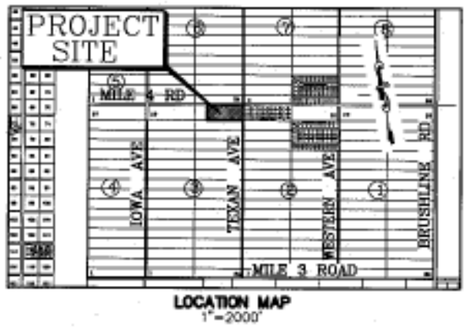
BEGINNING ON A CONCRETE MONUMENT FOUND ON THE NORTHEAST CORNER OF SAID LOT 18 BLOCK 3 AND THE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD, FOR THE NORTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, S 08° 53' 58" W (S 08° 58' 00" W), ALONG THE EAST LINE OF SAID LOT 18 AND THE CENTER LINE OF SAID TEXAN ROAD, A DISTANCE OF 480.00 FEET TO A NAIL SET, FOR THE SOUTHEAST OF LOT 18 AND THE CORNER OF THIS TRACT;

THENCE, N 81° 06' 02" W (N 81° 01' 00" W), AT A DISTANCE OF 30.00 FEET PASS A ½" IRON ROD FOUND ON THE WEST RIGHT-OF-WAY OF SAID TEXAN ROAD, CONTINUING A TOTAL DISTANCE OF 998.17 FEET TO A ½" IRON ROD FOUND ON THE SOUTHEAST CORNER OF A TRACT DEEDED TO IDOLINA YANEZ, RECORDED IN DOCUMENT NO. 938342, H.C.O.R., FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 53' 58" E (N 08° 58' 00" E), ALONG THE EAST LINE OF SAID YANEZ TRACT, AT A DISTANCE OF 450.00 FEET PASS A ½" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 4 NORTH ROAD AND CONTINUING A TOTAL DISTANCE OF 480.00 FEET TO A NAIL SET ON THE CENTER LINE OF SAID MILE 4 NORTH ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 06' 02" E (S 81° 01' 00" E), ALONG THE CENTER LINE OF SAID MILE 4 NORTH ROAD, A DISTANCE OF 998.17 FEET TO THE POINT OF BEGINNING, CONTAINING 10.99 ACRES OF LAND, OF WHICH 0.69 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF SAID MILE 4 NORTH ROAD AND 0.31 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF TEXAN ROAD, LEAVING A NET OF 10.00 ACRES OF LAND, MORE OR LESS.



LOCATION MAP
1"=2000'

SHEET INDEX
SHEET 1

DATE, NORTH ARROW, MAIN SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, PROPOSED AND EXISTING SUBDIVISION LAYOUTS, METES AND BOUNDS, PLAT NOTES, RESTRICTIONS, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, CITY OF MISSION CERTIFICATION, HIDALGO COUNTY R.G.W. CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, REVISION NOTES, DESCRIPTION OF LOCATION SUBDIVISION WITH RESPECT TO E.T.J. OF A MUNICIPALITY AND DESIGNATED PRECINCT WHERE THE PROJECT IS SITUATED.

SHEET 2

FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, AND THE ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS). SUBDIVIDER CERTIFICATE AND STATEMENT.

SHEET 3

DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION. CONSTRUCTION DETAILS AND COST ESTIMATE CHART.

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON ENGINEERING ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THIS SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRANK FLORES, GENERAL MANAGER OF THE AQUA SPECIAL UTILITY DISTRICT HEREBY CERTIFY THAT THE AQUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR CAROLINA SUBDIVISION No.1, HIDALGO COUNTY, TEXAS. THE AQUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA AQUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THE SUBDIVISION AT THE TIME THAT ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

_____
FRANK FLORES, GENERAL MANAGER
AQUA SPECIAL UTILITY DISTRICT

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONES "B"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0260 D
(EFFECTIVE DATE: APRIL 06, 2010)
THE AREAS WITHIN WITH IN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0025 D (EFFECTIVE DATE: MAY 17, 2009 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD INSURANCE RATE MAP) HOWEVER PORTIONS OF OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING UNITS ARE ELEVATED PER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. 3931)(SEE 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 50.00 FEET MILE 4 ROAD
REAR: 50.00 FEET OR GREATER FOR EASEMENT
SIDE: 15.00 FEET
CORNER SIDE: 15.00 FEET (20.00 FEET FOR LOT 1)
CORNER GARAGE SIDE: 20.00 FEET (LOT 1)
GARAGE FRONT: 25.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 30.00 FEET: 15.00 FEET
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF PAVEMENT, OR 10" 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.
5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: NORTHEAST CORNER OF LOT 18, BLOCK 3 TEXAN GARDEN SUBDIVISION, AND THE CENTERLINE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD.
(T) ELEV. TOP OF CONCRETE MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD.
ELEVATION = 214.59 (HAS BM SOUTH ZONE)
6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 41,688 CUBIC FEET (0.96 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THIS RETENTION WILL BE ACCOMPLISHED WITHIN THE DRAINAGE SWALES LOCATED AT THE REAR OF EVERY LOT. THIS SUBDIVISION WILL CONSTRUCT APPROXIMATELY 958 LINEAR FEET OF SWALES AT THE REAR OF THE LOTS FOR THE TOTAL RETENTION VOLUME OF 41,812 CUBIC FEET. THE PROPOSED SWALES WILL HAVE A TOP DIMENSION OF 35 FEET AND A BOTTOM DIMENSION OF 5 FEET WITH AN AVERAGE DEPTH OF 2.5 FEET.
7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, SUBSTANCES, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THE SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTIFAMILY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.
9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
10. JUAN JOSE PEÑA JR. THE OWNER & SUBDIVIDER OF CAROLINA SUBDIVISION No.1, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.
14. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR SO UNDERGROUND ELECTRIC SERVICE LATERAL TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.
15. NO SIDEWALK IS REQUIRED ON THIS PLAT.
16. 1/2" DIAMETER IRON RODS SET AT ALL LOT CORNERS.
17. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS
18. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
19. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, PIPES OTHERS OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
20. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES OR DRIVEWAY OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTH-ORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
21. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.
22. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE
23. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
24. LOT 1 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TEXAN ROAD, UNLESS SAID LOTS IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 23 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §232.0025(a)

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

_____ _____
MAYOR, CITY OF MISSION ATTEST: CITY SECRETARY

DATE: _____

THIS SUBDIVISION PLAT OF CAROLINA No. 1 SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2008 A.D.

_____
CHAIRMAN, PLANNING & ZONING COMMISSION

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAROLINA No. 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2008.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAROLINA No. 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2008.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

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

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SUBDIVISION PLAT OF
CAROLINA No.1 SUBDIVISION

A TRACT OF LAND CONTAINING 10.99 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS, AND ALSO BEING A PART OR PORTION OF LOT 18, BLOCK 3, TEXAN GARDENS SUBDIVISION, MAP REFERENCE: VOLUME 8, PAGE 57-58, HIDALGO COUNTY MAP RECORDS.

COUNTY OF HIDALGO

I, JUAN JOSE PEÑA JR. AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CAROLINA No. 1 SUBDIVISION HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE: _____
OWNER: JUAN JOSE PEÑA, JR.
P.O. BOX 564
MISSION, HIDALGO COUNTY, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUAN JOSE PEÑA, JR. KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2008 A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0025(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE CAROLINA No. 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON THIS THE _____ DAY _____, 2008 A.D.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

_____
JAVIER HINOJOSA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 74699

STATE OF TEXAS
COUNTY OF HIDALGO

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF CAROLINA SUBDIVISION No.1 AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 11-02-2007

_____
CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4808
CVQ LAND SURVEYORS, LLC
917 SEAMIST AVENUE
MCALLEN, TEXAS 78501
(956) 618-1551 DATE SURVEYED: NOV. 2, 2007

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT #6 SUBJECT TO THE CONDITION THAT IF IRRIGATION SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 2008.

ATTEST: _____ _____
PRESIDENT

_____
SECRETARY

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE #/FAX#
OWNER: JUAN JOSE PEÑA JR.	P.O. BOX 564	MISSION, TX 78572	227-3013/580-4888
ENGINEER: JAVIER HINOJOSA, PE	416 E. DOVE AVENUE	MCALLEN, TX 78504	668-1588/994-8432
SURVEYORS: CARLOS VASQUEZ, RPLS	917 SEAMIST AVE.	MCALLEN, TX 78501	618-1551/618-1547

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

CAROLINA No.1 SUBDIVISION IS LOCATED IN PRECINCT 3 OF HIDALGO COUNTY, AT THE SOUTH WEST CORNER OF THE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF MISSION, POPULATION OF 61,079). CAROLINA RESIDENTIAL SUBDIVISION No.1 IS LOCATED APPROXIMATELY 4 MILES FROM THE CITY LIMITS. IT IS NOT WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT §42.001, BUT IT IS WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE §212.001.

DATE OF PREPARATION: SEPTEMBER, 2008 DRAWN BY: P. GONZALEZ, A. GUENA

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com

REVISIONS

SHEET NO. 1 OF 3

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Carolina No. 2 Subdivision – Pct. 3**
Final Approval

Carolina No. 2 Subdivision is a twelve (12) lot subdivision located on the Northeast corner of Texan Road and Mile 4 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 02, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Texan Road and twenty (20) feet on Mile 4 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

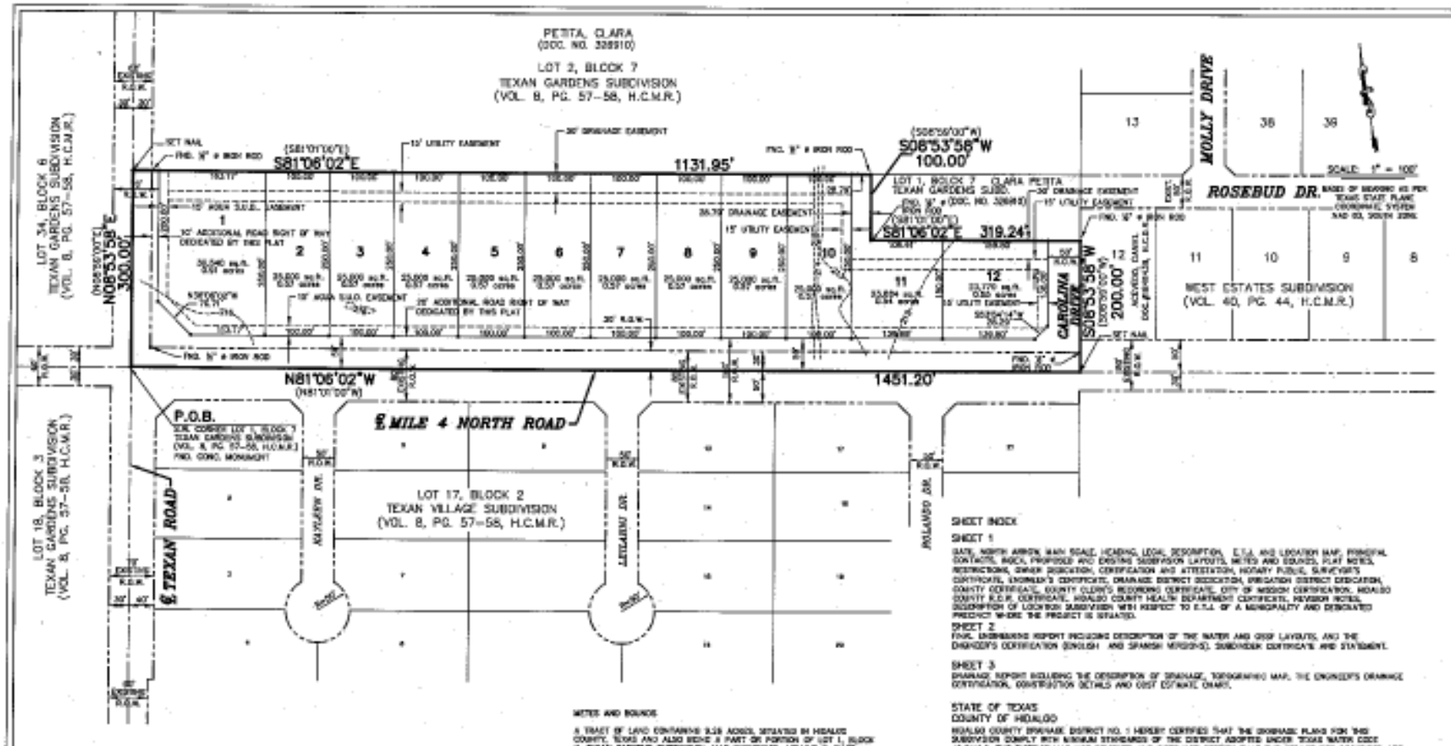
Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Juan Pena and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Agua Special Utility District. There is an existing eight (8) inch waterline on Texan Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on December 23, 2008. 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 **March 24, 2009.**





LOCATION MAP
1"=2000'

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

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

DATE OF PREPARATION: SEPTEMBER, 2008 DRAWN BY: P. GONZALEZ, A. DAUNA

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
jeh4ever@rgv.rr.com

METES AND BOUNDS

A TRACT OF LAND CONTAINING 9.28 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 1, BLOCK 7, TEXAN GARDENS SUBDIVISION, MAP REFERENCE: VOLUME 8, PAGE 57-58, H.C.M.R., AND SAID 9.28 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A MONUMENT FOUND ON THE SOUTHWEST CORNER OF SAID LOT 1 AND THE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, N 08° 53' 58" W (N 08° 59' 00" W), ALONG THE CENTER LINE OF SAID TEXAN ROAD AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 300.00 FEET TO A NAIL SET, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 06' 02" E (S 81° 01' 00" E), ALONG THE NORTH LINE OF SAID LOT 1, AT A DISTANCE OF 30.00 FEET PASS A 5/8" IRON ROD FOUND ON THE EAST RIGHT-OF-WAY OF SAID TEXAN ROAD, CONTINUING A TOTAL DISTANCE OF 1,131.95 FEET TO A 5/8" IRON ROD FOUND ON THE NORTHWEST CORNER OF A TRACT DEEDED TO CLARA PETTA, RECORDED IN DOCUMENT NO. 326910, H.C.O.R., FOR THE NORTHERN MOST NORTHWEST CORNER OF THIS TRACT;

THENCE, S 08° 53' 58" W (S 08° 59' 00" W), ALONG THE WEST LINE OF SAID PETTA TRACT, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID PETTA TRACT, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 81° 06' 02" E (S 81° 01' 00" E), ALONG THE SOUTH LINE OF SAID PETTA TRACT, A DISTANCE OF 319.24 FEET TO A 5/8" IRON ROD FOUND ON THE WEST LINE OF WEST ESTATES SUBDIVISION, RECORDED IN VOLUME 40, PAGE 44, H.C.M.R., FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 53' 58" W (S 08° 59' 00" W), ALONG THE WEST LINE OF SAID WEST ESTATES SUBDIVISION, AT A DISTANCE OF 170.00 FEET PASS A 5/8" IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 4 NORTH ROAD, CONTINUING A TOTAL DISTANCE OF 200.00 FEET TO A NAIL SET ON THE CENTER LINE OF SAID MILE 4 NORTH ROAD AND THE SOUTH LINE OF SAID LOT 1, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 06' 02" W (N 81° 01' 00" W), ALONG THE CENTER LINE OF SAID MILE 4 NORTH ROAD AND THE SOUTH LINE OF SAID LOT 1, AT A DISTANCE OF 1,421.20 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID TEXAN ROAD, CONTINUING A TOTAL DISTANCE OF 1,451.20 FEET TO THE POINT OF BEGINNING, CONTAINING 9.28 ACRES OF LAND, OF WHICH 0.69 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF SAID MILE 4 NORTH ROAD AND 0.10 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF TEXAN ROAD, LEAVING A NET OF 8.49 ACRES OF LAND, MORE OR LESS.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAROLINA No. 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2008.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAROLINA No. 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2008.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

SHEET INDEX

SHEET 1
(DATE, NORTH ARROW, MAIN SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, PROPOSED AND EXISTING SUBDIVISION LAYOUT, METES AND BOUNDS, PLAT NOTES, RESTRICTIONS, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, HIDALGO PUBLICS, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, CITY OF MISSION CERTIFICATION, HIDALGO COUNTY R.E.P.S. CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, REVISION NOTES, DESCRIPTION OF LOCATION SUBDIVISION WITH RESPECT TO E.T.J. OF A MUNICIPALITY AND DESIGNATED PRECINCT WHERE THE PROJECT IS SITUATED).

SHEET 2
(FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, AND THE ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), SUBDIVISION CERTIFICATE'S AND STATEMENT.

SHEET 3
(DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION, CONSTRUCTION DETAILS AND COST ESTIMATE CHART.

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRANK FLORES, GENERAL MANAGER OF THE AGUA SPECIAL UTILITY DISTRICT HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR CAROLINA SUBDIVISION No.2, HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AGUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THE SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET, WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

_____
FRANK FLORES, GENERAL MANAGER
AGUA SPECIAL UTILITY DISTRICT

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §232.028(a)

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

_____ _____
MAYOR, CITY OF MISSION ATTEST: CITY SECRETARY

DATE: _____

THIS SUBDIVISION PLAT OF CAROLINA No. 2 SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2008 A.D.

_____
CHAIRMAN, PLANNING & ZONING COMMISSION

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE & FAX #'S
OWNER: JUAN JOSE PENA Jr.	P.O. BOX 984	MISSION, TX 78572	777-3218/583-6068
ENGINEER: JAVIER HINOJOSA, PE	416 E. DOVE AVENUE	McALLEN, TX 78504	668-1588/994-9102
SURVEYOR: CARLOS VASQUEZ, RPLS	817 BEAUMONT AVE.	McALLEN, TX 78501	686-1550/600-1547

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

CAROLINA RESIDENTIAL Subdivision No.2 IS LOCATED IN PRECINCT 2 OF HIDALGO COUNTY, AT THE NORTH EAST CORNER OF THE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF MISSION, POPULATION OF 63,272. CAROLINA No. 2 SUBDIVISION IS LOCATED APPROXIMATELY 5.5 MILES FROM THE CITY LIMITS. IT IS NOT WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT §42.021, BUT IT IS WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE §212.001.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONES "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0280 D
EFFECTIVE DATE: JUNE, 06, 2000
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 50.00 FEET (MILE 4 ROAD)
REAR: 40.00 FEET OR GREATER FOR EASEMENT
SIDE: 15.00 FEET
CORNER SIDE: 25.00 FEET (LOT 1)
CORNER GARAGE SIDE: 20.00 FEET
GARAGE FRONT: 25.00 FEET
CORNER SIDE WHERE ROW IS GREATER THAN 50.00 FEET: 20.00 FEET
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 15" ABOVE THE CENTERLINE OF PAVEMENT ON 100' 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 FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, SOUTHWEST CORNER OF LOT 1 BLOCK 7 TEXAN GARDENS SUBDIVISION AND THE CENTERLINE INTERSECTION OF MILE 4 ROAD AND TEXAN ROAD.
(1) M.M. TOP OF CONCRETE MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF MILE 4 ROAD AND TEXAN ROAD.
ELEVATION = 214.33 (NAD 83 SOUTH ZONE)
6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4.0 ACRE FEET (0.50 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THIS DETENTION WILL BE ACCOMPLISHED WITHIN THE DRAINAGE SWALES LOCATED AT THE REAR OF EACH LOT. THIS SUBDIVISION WILL CONSTRUCT APPROXIMATELY 1,412 LINEAR FEET OF SWALES AT THE REAR OF THE LOTS FOR THE TOTAL DETENTION VOLUME OF 42,360 CUBIC FEET. THE PROPOSED SWALES WILL HAVE A TOP DIMENSION OF 30 FEET AND A BOTTOM DIMENSION OF 10 FEET WITH AN AVERAGE DEPTH OF 2.0 FEET.
7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTIFAMILY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 20,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.
9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
10. JUAN JOSE PENA JR., THE OWNER & SUBDIVIDER OF CAROLINA SUBD. No. 2 , RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, OR USE OF FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.
14. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE LATERAL TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.
15. NO SIDEWALK IS REQUIRED ON THIS PLAT.
16. 1/2" DIAMETER IRON RODS SET AT ALL LOT CORNERS.
17. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITH-OUT EXPRESS APPROVAL.
18. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, PIPES, WIRES OUTLETS OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
19. NO PERMANENT STRUCTURE, EXAMPLE, FENCES ON DRIVEWAY OF ANY CONSTRUCTION, WILL BE ALLOWED TO BE CONSTRUCTED ON EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH-OUT WRITTEN APPROVAL, BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
20. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.
21. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL AND MULTIFAMILY USE, AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CONNECTIONS SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLANS ARE APPROVED AND FINISHED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
22. LOT 1 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TEXAN ROAD, UNLESS SAID LOTS ARE DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NEW 911 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

SUBDIVISION PLAT OF
CAROLINA No. 2 SUBDIVISION

A TRACT OF LAND CONTAINING 9.28 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 1, BLOCK 7, TEXAN GARDENS SUBDIVISION, MAP REFERENCE: VOLUME 8, PAGE 57-58, HIDALGO COUNTY MAP RECORDS.

COUNTY OF HIDALGO

I, JUAN JOSE PENA, JR., AS OWNER OF THE 9.28 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CAROLINA No. 2 SUBDIVISION, HEREBY THE LAND AS DEPICTS IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN. WITHIN I SPECIFY THAT I HAVE COMPLIED WITH THE ORDINANCES OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

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

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

_____ DATE: _____
OWNER: JUAN JOSE PENA, JR.
P.O. BOX 984
MISSION, HIDALGO COUNTY, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUAN JOSE PENA JR. KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2008 A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE CAROLINA No. 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON THIS THE _____ DAY _____, 2008 A.D.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, I LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
JAVIER HINOJOSA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 74906

STATE OF TEXAS
COUNTY OF HIDALGO

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF CAROLINA SUBDIVISION No. 2 AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 10-02-2007

_____
CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4608
CVD LAND SURVEYING, LLC
817 BEAUMONT AVENUE
McALLEN, TEXAS 78501
(956) 618-1651 DATE SURVEYED: NOV. 2, 2007

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT #16 SUBJECT TO THE CONDITION THAT IF IRRIGATION SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY DISTRIBUTION FACILITIES TO SUCH LOTS, FROM THE DISTRICT WATER DISTRICT DELIVERY POINT, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 2008.

ATTEST: _____ _____
PRESIDENT

_____
SECRETARY

REVISIONS

SHEET NO. 1 OF 3

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Ash Subdivision– Pct. 1**
Final Approval

Ash Subdivision is a thirteen (13) lot subdivision located on the South east corner of Mile 12 North & Victoria Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 30, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty five (35) feet on Victoria Road and twenty (20) feet on Mile 12 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

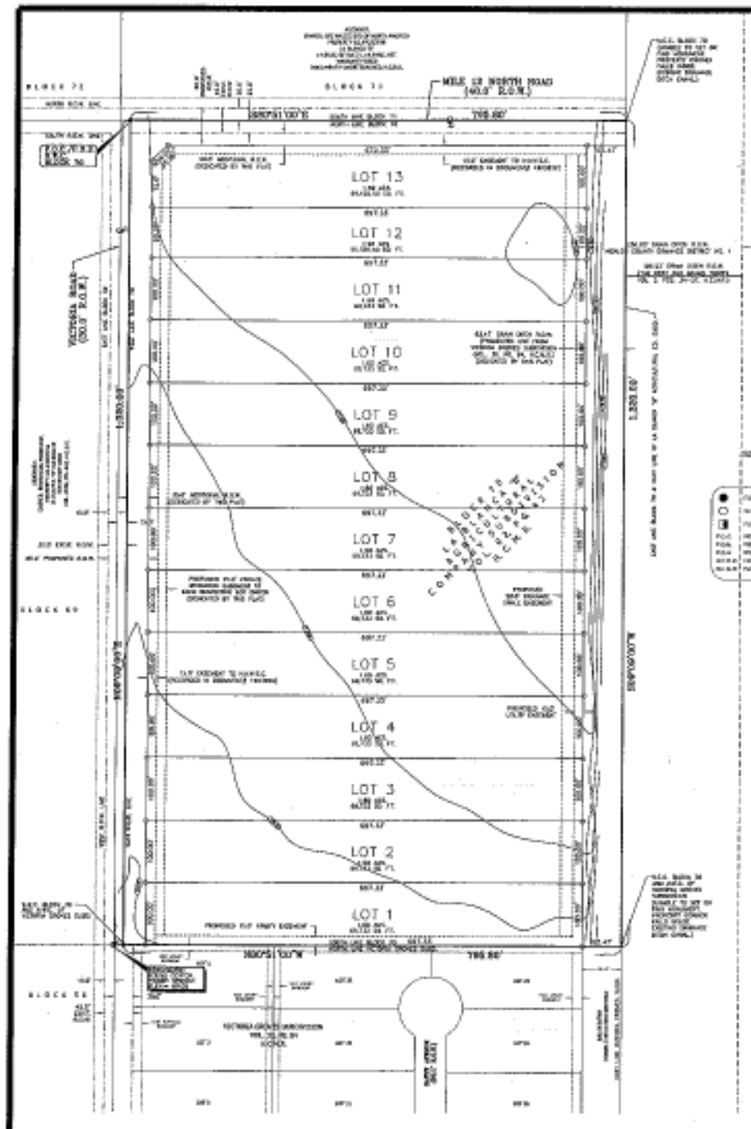
Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Gustavo Chapa and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Victoria Road. That will serve as the primary server of water for the development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on November 12, 2008. 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 **March 24, 2009.**



ASH SUBDIVISION

HIDALGO COUNTY, TEXAS.

BEING A 24.11 GROSS ACRE [23.03 GROSS ACRE] TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF BLOCK 72, LA BLANCA "D" AGRICULTURAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGE 32, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

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

ASH SUBDIVISION IS LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF MILE 12 NORTH ROAD AND VICTORIA ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA POPULATION (15,648), ASH SUBDIVISION DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF DONNA, IT IS WITHIN THE (1/2 MILE EXTRATERRITORIAL JURISDICTION OF DONNA UNDER LOCAL GOVERNMENT CODE 41.001 AND IS LOCATED WITHIN HIDALGO #1.

PRINCIPAL CONTACTS

	FIRM	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
OWNERS:	DAKTREE INVESTMENTS, LLC ROGER BECHTEL, PRESIDENT	3415 PASEO DEL LAGO	PALMHURST, TEXAS, 78573	(956) 380-6182	(956) 377-5247
ENGINEER:	DAVID G. SALINAS	2321 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-6601	(956) 686-1489
SURVEYOR:	DAVID G. SALINAS	2321 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-6601	(956) 686-1489

SCALE: 1" = 100'

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON PIN
- FOUND COTTON SPOOL DRIVER
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- HCDD #1 HIDALGO COUNTY DRAIN DISTRICT #1
- HCID #1 HIDALGO COUNTY IRRIGATION DISTRICT #1

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid to North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands 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 across said lands except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of relocating said water line as may be necessary to stay within the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement, and relocation of the structures relative to herein, thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following. This easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the real property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this__day of 200__.

OWNER(S)

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT .....40.00' OR GREATER FOR EASEMENTS.
   REAR .....10.00' OR GREATER FOR EASEMENTS.
   SIDE .....EQUAL OR GREATER FOR EASEMENTS.
   LOT 1-3, 5&10 (MILE 12 N. YDS.).....10.00' OR GREATER FOR EASEMENTS.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED) & ZONE "A" (NO BASE(S)).
   ZONE "X" (UNSHADED) - AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
   ZONE "A" (NO BASE(S)) - AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
   COMMUNITY PANEL NO. 480334 0440 C
   EFFECTIVE DATE JUNE 6, 2000 - REVISED TO REFLECT LOMR DATED JULY 20, 2002.
   THE AREAS WITHIN THIS DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0440 C, EFFECTIVE DATE JUNE 6, 2000 AS REVISED TO REFLECT LOMR DATED MAY 30, 2002 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING CONFORMS FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. BENCH MARK(S) FLOOD NOTE:
   MINIMUM FINISH FLOOR ELEVATIONS SHALL BE 18" ABOVE TOP OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, EXCEPTION: COMMERCIAL LOTS ARE REQUIRED FOR LOTS LOCATED IN A "A" ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR HIDALGO COUNTY, TEXAS, COMMUNITY PANEL NO. 480334 0440 C, EFFECTIVE DATE JUNE 6, 2000 AS REVISED TO REFLECT LOMR DATED MAY 30, 2002 WHICH STATES THAT THE PROPERTY IS LOCATED IN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 13.0105 M. CUBIC FEET OR 2.98 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IS ACCORDANCE WITH THE DRAINAGE PLAN AS ACKNOWLEDGED AS FOLLOWS: SEE DRAINAGE REPORT ON THESE LOTS FOR DRAINAGE DETAILS.
5. ALL WORK THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY EXTRA USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE DEPARTMENT APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH RODE BY 18 INCH LONG IRON RODES.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, TREES, BUSHES, AND OTHER PLANTINGS (EXCEPT LOW, LEVEL TURF). OR REMOVABLE IMPROVEMENTS (DRIVES, CURBS, OR PAVING) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATING AND MAINTENANCE OF THE EASEMENT.
8. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   NO SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH ANY HIDALGO COUNTY ORDINANCE THAT REQUIRES CONNECTION TO A SEWER SYSTEM.
   THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE SYSTEM SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 31,780 SQUARE FEET LOT AREA WITH PUBLIC WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED ENVIRONMENTALIST.
   D. FOR ANY LOTS THAT ARE TO BE SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND CERTIFIED FOR OSSF USE, THE LOT SIZE MUST BE LARGER THAN THE MINIMUM REQUIRED LOT SIZE IF THE SOIL IN THE AREA IS UNSUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
10. ROGER BECHTEL, PRESIDENT OF DAKTREE INVESTMENTS, LLC, THE OWNER & SUBDIVIDER OF ASH SUBDIVISION, INTENDS AN EASEMENT FIRST EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
11. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
13. BENCHMARK NOTE:
    THE FOLLOWING BENCHMARK IS LOCATED ON THE EDGE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
    B.M. NO. 1 – ELEV. 80.38 – DATUM: NORTH AMERICAN DATUM 1983. DESCRIPTION: TOP OF DEFORM PROBE DRIVEN FLUSH AT CURB WEST FROM THE SOUTHWEST CORNER OF THIS SUBDIVISION AT THE CORNER OF VICTORIA ROAD.
14. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET, OR BOTH THE UNDERLYING LOT(S) AND/OR SUBDIVISION PLAT(S). THE PUBLIC UTILITY AND ENGINEER CERTIFY THAT ALL EASEMENT DIMENSIONS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY REMINDER OCCUPYING AN EASEMENT.
15. DRAINAGE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT. UNDER DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
16. ON SITE-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSF PLAN ARE APPROVED AND IMPROVED. IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
17. NO ACCESS ALLOWED OVER LOT 13 FROM MILE 12.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), ROGER BECHTEL, AS OWNER (S) OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS ASH SUBDIVISION, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, ALLEYS COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREON SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.028 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 446, 2005 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED TO ANY ALTERNATIVE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

OWNER: DAKTREE INVESTMENTS, LLC — DATE
ROGER BECHTEL, PRESIDENT
3415 PASEO DEL LAGO
PALMHURST, TEXAS 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON BY PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

OF _____ 2008

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

STATE OF TEXAS
CITY OF DONNA

THE PLAT OF ASH SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED THIS _____ DAY OF _____ 200__.

MAYOR — DATE

STATE OF TEXAS
CITY OF DONNA

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS, HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRPERSON, PLANNING AND ZONING COMMISSION — DATE

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

I, THE UNDERSIGNED COUNTY JUDGE OF THE HIDALGO COUNTY, TEXAS, HEREBY CERTIFY THAT THE PLAT OF ASH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____, 2008.

ATTEST:

HIDALGO COUNTY JUDGE — DATE

HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ AND WAS RECORDED ON BOOK _____ SIXTEEN _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____ 2008.

HIDALGO COUNTY CLERK — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY ROAD & BRIDGE DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY ASSISTANT CHIEF INSPECTION — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER 76, 75573, DO HEREBY CERTIFY THAT THIS PLAT WAS GIVEN CAREFUL PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS WITHIN PLATTED HEREIN AS ASH SUBDIVISION, AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE NOTES AND BEARINGS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DAVID OMAR SALINAS, P.E. — DATE
REG. PROFESSIONAL ENGINEER 101703

STATE OF TEXAS
COUNTY OF HIDALGO

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

DAVID G. SALINAS, R.P.L.S. — DATE
REG. PROFESSIONAL LAND SURVEYOR #5782

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E. TX. REG NO. 75573 ON MARCH 05, 2008. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



LOCATION MAP — SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2321 DAFFODIL AVENUE – MCALLEN, TEXAS 78501
ASE NUMBER: SP-03-07-01-0800

DATE OF SURVEY: SEPTEMBER 05, 2007
DATE PREPARED: MARCH 6, 2008

PLAT SHEET 1 OF 3

METES AND BOUNDS DESCRIPTION

BEING A 24.11 GROSS ACRE [23.03 GROSS ACRE] TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF BLOCK 72, LA BLANCA "D" AGRICULTURAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 03, PAGE 32, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 24.11 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID BLOCK 72 LOCATED ON INTERSECTION WITH THE CENTER OF MILE 12 NORTH ROAD AND THE EXISTING EASEMENT FOR THE NORTH RIGHT-OF-WAY LINE OF VICTORIA ROAD FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 89 DEGREES 51 MINUTES EAST, CONCIDENT WITH THE NORTH LINE OF SAID BLOCK 72 LOCATED IN THE CENTER OF SAID MILE 12 NORTH ROAD, A DISTANCE OF 1319.60 FEET TO A POINT LOCATED WITHIN A DRAINAGE DISTRICT NO. 1 DITCH AND 1048 FEET WEST FROM THE NORTHEAST CORNER OF SAID BLOCK 72 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 00 DEGREES 01 MINUTES WEST, CONCIDENT WITH THE EAST LINE OF SAID BLOCK 72 AND THE EXISTING EASEMENT FOR THE SOUTH RIGHT-OF-WAY LINE OF SAID VICTORIA ROAD, A DISTANCE OF 1320.00 FEET TO AN ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 72 AND THE NORTHEAST CORNER OF BLOCK 69 OF SAID VICTORIA SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 89 DEGREES 51 MINUTES WEST, CONCIDENT WITH THE SOUTH LINE OF SAID BLOCK 72 AND THE NORTH LINE OF SAID VICTORIA SUBDIVISION, A DISTANCE OF 1319.60 FEET PASS THE WEST LINE OF SAID VICTORIA SUBDIVISION, A DISTANCE OF 1319.60 FEET PASS THE WEST LINE OF SAID VICTORIA ROAD FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 00 DEGREES 01 MINUTES EAST, CONCIDENT WITH THE WEST LINE OF SAID BLOCK 72 AND THE EAST RIGHT-OF-WAY LINE OF SAID VICTORIA ROAD, A DISTANCE OF 1,320.00 FEET PASS A ½ INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 13 NORTH ROAD, AT A DISTANCE OF 1,320.00 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 24.11 ACRES (23.03 ACRES) OF LAND, MORE OR LESS. OF WHICH THE NORTH 30.0 FEET (OR 0.83 ACRES, MORE OR LESS) ARE LOCATED WITHIN SAME MILE 13 NORTH ROAD, AND, THE EAST 62.40 FEET (OR 1.08 ACRES, MORE OR LESS) ARE LOCATED WITHIN SAID DRAINAGE DISTRICT NO. 1 DITCH RIGHT-OF-WAY. LEAVING 21.85 NET ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: RECORDED PLAT OF SAID LA BLANCA "D" AGRICULTURAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS.
H:\LAND\2007\24.11.2800

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED DRAINAGE PLANS FOR THE GENERAL AREA, BUT DOES NOT ASSUME AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED DRAINAGE CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT No. 1 ON THIS THE____ Day of _____ 2____

ATTEST: _____ PRESIDENT — _____ SECRETARY

NOTE: THE IRRIGATION LINE AND VALVES ARE NOT PART OF THE DISTRICT'S FACILITIES AND WILL NOT BE MAINTAINED BY THE DISTRICT.

INDEX SHEET OF ASH SUBDIVISION

SHEET 1	HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION, CONSTRUCTION NOTES, LOCATION MAP, METES AND BOUNDS DESCRIPTION, FINAL PLAT NOTES, OWNERS, ENGINEERS, SURVEYORS, AND ENGINEERS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, SURVEYORS CERTIFICATION, AND APPROVALS, CERTIFICATE OF PLAT APPROVAL, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, CERTIFICATE OF PLAT APPROVAL, CERTIFICATE OF PLAT APPROVAL,

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **Franco Reyes Acres Subdivision– Pct. 4**
Final Approval

Franco Reyes Acres Subdivision is a two (2) lot subdivision located on the West side of Cesar Chavez Road, approximately 660 feet North of Trenton Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 11, 2007. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

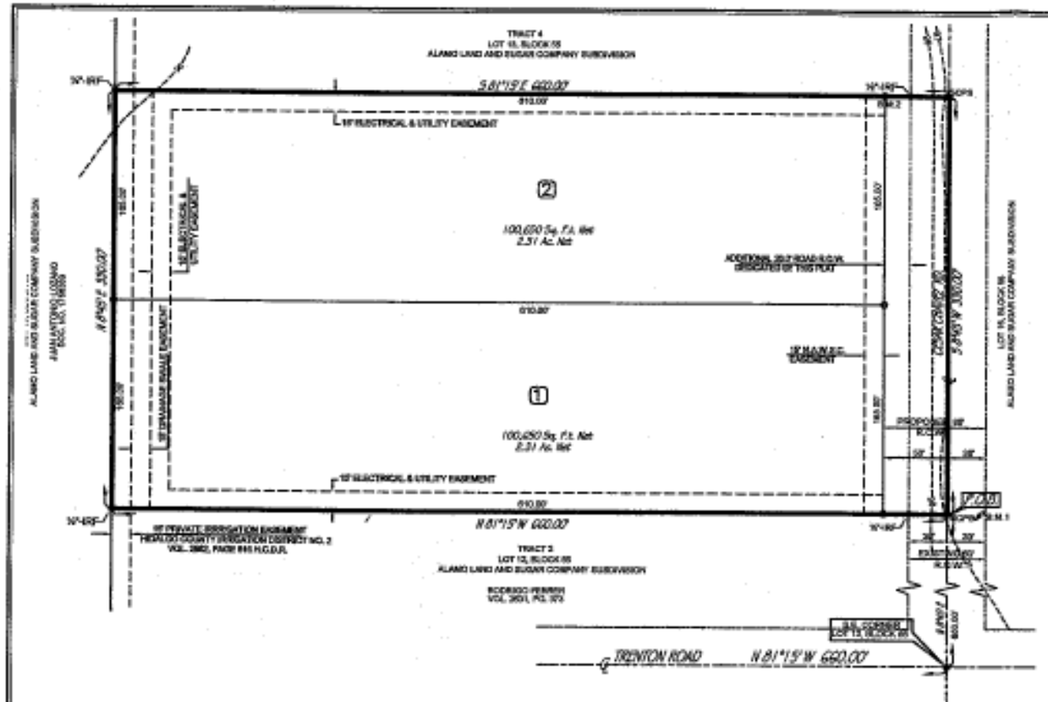
The proposed subdivision plat will dedicate twenty (20) feet on Cesar Chavez Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis Test were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Cesar Chavez 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 November 13, 2007. 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 **March 24, 2009.**



SCALE 1"=60'

LEGEND

⊕ 1/2"	IRON ROD FOUND
○ 1/2"	IRON ROD SET
⊙ SCIP	SET CUTCH PICKET SPIKE
R.O.W.	RIGHT OF WAY
P.O.B.	POINT OF BEGINNING
U.E.	UTILITY EASEMENT
℄	PROPERTY LINE
L	LOT LINE
N.A.V.D.'88	NORTH AMERICAN VERTICAL DATUM OF 1988
B.M.	BENCH MARK

METES AND BOUNDS DESCRIPTION

A 5.00 Acres of land situated in Hidalgo County, Texas and being out of Lot 13, Block 55, of the ALAMO LAND AND SUGAR COMPANY SUBDIVISION, as per map recorded in Volume 1, Pages 24 through 26, of the Hidalgo County Map Records, and said 5.00 acre tract being more particularly described by metes and bounds as follows;

BEGINNING at a cotton picker spindle set on the East line of Lot 13 for the Southeast corner of said tract herein described, said cotton picker spindle also being located on the centerline of Cesar Chavez Road and bears North 08° 48' East, 985.0 feet from the Southeast corner of Lot 12;

THENCE, North 81° 15' West, with a line that is parallel to the south line of said Lot 13, at a distance of 30.00 feet pass a 1/2 inch iron rod found for reference on the West right of way line of Cesar Chavez Road, and continuing for a total distance of 660.0 feet to a 1/2 inch iron rod found for the Southwest corner of said tract herein described;

THENCE, North 08° 48' East, 330.00 feet with a line that is parallel to the East line of said Lot 13 to a 1/2 inch iron rod found for the Northwest corner of said tract herein described;

THENCE, South 81° 15' East, with a line that is parallel to the South line of said Lot 13, at a distance of 630.00 feet pass a 1/2 inch iron rod found for reference on the on the West right of way line of Cesar Chavez Road, and continuing for a total distance of 660.00 feet to a cotton picker spindle set for the Northeast corner of said tract herein described;

THENCE, South 08° 48' West, 330.00 feet, with the Cast line of said Lot 13, and with the centerline of said Cesar Chavez Road to the POINT OF BEGINNING and containing 5.00 acres more or less.

RIGHT OF WAY EASEMENT

Know all men by these presents, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, and each later or perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands at the purposes 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 where the pipeline(s) is installed, the easement hereby granted shall be limited in a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted shall be on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which consent if hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

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

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Acct 1964 and the regulations issued pursuant thereto. It is binding on the Grantor and its successors and shall continue 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 THIS SAID GRANTOR EXECUTED THE INSTRUMENT THE ____ DAY OF _____ 2008.

_____

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
MAYOR - CITY OF EDINBURG DATE

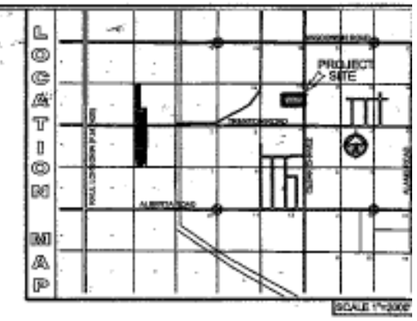
ATTEST:

BY:
MYRNA L. RIVERA-GARZA, CITY SECRETARY

PRINCIPAL CONTACTS

ROLE	NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
OWNER(S)	RAMON REYES	4115 S. CESAR CHAVEZ RD.	EDINBURG, TX 78539-8781		
OWNER(S)	GLORIA M. REYES	4115 S. CESAR CHAVEZ RD.	EDINBURG, TX 78539-8781		
SURVEYOR	REYNALDO ROBLES	1215 S. 10TH ST.	MCALLEN, TEXAS 78501-4419	(956) 686-3342	(956) 630-2888
ENGINEER	ARTURO GARCIA JR.	P.O. BOX 4526	MCALLEN, TEXAS 78502	(956) 630-3342	(956) 630-2888

LOCATION MAP



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, ARTURO GARCIA JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

_____ _____
ARTURO GARCIA, JR., PE #68356 DATE
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4526
McALLEN, TEXAS 78502
PHONE (956) 630-3342
FAX (956) 630-2888

STATE OF TEXAS
ARTURO GARCIA JR.
68356
REGISTERED
PROFESSIONAL ENGINEER

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

WE, RAMON REYES AND GLORIA M. REYES, AS OWNERS OF THE 5.0 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROVIDED FRANCO REYES ACRES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT I WAS 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) SEWAGE 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.

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

_____ DATE: _____ _____ DATE: _____
RAMON REYES GLORIA M. REYES
4115 S. CESAR CHAVEZ RD. 4115 S. CESAR CHAVEZ RD.
EDINBURG, TX 78539-8781 EDINBURG, TX 78539-8781

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, RAMON REYES AND GLORIA M. REYES PERSONALLY APPEARED AND PROVED, THROUGH THEIR DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSES, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, THEY DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.
ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE, DATED: THIS THE ____ DAY OF _____, 2008.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS MY COMMISSION EXPIRES ON _____

STATE OF TEXAS
COUNTY OF HIDALGO

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §232.028(a)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FRANCO REYES ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS THE ____ DAY _____, 2008.

AT EDIT: _____
HIDALGO COUNTY JUDGE HIDALGO COUNTY CLERK
DATE: _____ DATE: _____

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORDED AT ____O'CLOCK, ____M THE ____DAY, OF _____, 2009. I FURTHER CERTIFY THAT THE AFOREMENTIONED PLAT WAS RECORDED IS VOLUME _____, PAGE(S) _____ OF THE MAP RECORDS OF HIDALGO COUNTY AT ____ A.P.M. ON THE ____ OF _____, 2008.

_____
HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ADDURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED.

_____ _____
REYNALDO ROBLES R.P.L.S. #4602 DATE
DATE SURVEYED:
ROBLES & ASSOCIATES, PLLC
P.O. BOX 476
WESLACO, TEXAS 78599-0476

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____
CHAIRPERSON, PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THIS CERTIFICATE WAS 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.

_____ BY: _____
HIDALGO COUNTY DRAINAGE DISTRICT No.1

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 , ON THIS ____ DAY OF _____, 2009.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHT-OF-WAYS OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY
H.C.I.D. No. 2

STATE OF TEXAS
COUNTY OF HIDALGO
RIGHT OF WAY DEPARTMENT

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FRANCO REYES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO RIGHT OF WAY DEPARTMENT ON _____ 2008.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FRANCO REYES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 2009.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY: FRANCO REYES ACRES SUBDIVISION IS LOCATED IN EAST HIDALGO COUNTY AT 660 FEET NORTH FROM THE INTERSECTION OF TRENTON ROAD AND CESAR CHAVEZ ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG POPULATION 60,000, FRANCO REYES ACRES SUBDIVISION LIES APPROXIMATELY 1.3 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND 42.0 IN PERIMETER NO. 4

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR DEFINED AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER: 480334 0425 C MAP REVISED: NOVEMBER 16, 1982.

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

2. MINIMUM BUILDING SETBACK LINES:
FRONT: 50 FEET
REAR: 10 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES
SIDE: 6 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER IN ALL CASES

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ONLY OTHER USE SHALL BE BASIC PLANNING DEPARTMENT AND FIRE MARSHAL APPROVAL APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT FOR NEW CONSTRUCTION.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE (CENTERLINE OF STREET, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE-AND POST-CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME OF DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
BM 1: 25FT NW/L. W/ POWER POLE LOCATED AT SOUTHEAST CORNER OF SAID PROPERTY ON WEST RIGHT-OF-WAY. ELEVATION 85.65 (N.G.V.D. 1929)
BM 2: ON THE TOP OF IRON ROD LOCATED AT WEST MOST CORNER OF SAID PROPERTY ON WEST RIGHT-OF-WAY. ELEVATION 84.69' (N.A.V.D. 1988)

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 4.7 ACRE FEET, (5,1096 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY DEPRESSED YARD AREAS AT FRONT AND REAR OF LOT AS HEREIN INDICATED.

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

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS PRIOR TO FINAL APPROVAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
EACH LOT OR THE PLAT COMPLIED WITH THE MINIMUM 30,000 SQ. FT. LOT AREA WHERE PUBLIC WATER IS NOT SUPPLY.
A DIRT STUDY SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED AGENT BEFORE CLEAN, AND HAS NOT BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALLOWED ON THE STRICT LETTER OF THE SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM DANGO OR SIMILAR, AND SOIL REPORT INFORMATION DATED MARCH 3, 2008.
B. APPROVED "OSSF" PERMIT APPLICATION SHALL BE REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. RAMON REYES AND GLORIA M. REYES , THE OWNER'S, SURVEYOR OF FRANCO REYES ACRES SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT THAT IS THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESIGNED ON SHEET No. 2 OF THIS PLAT.

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

11. NO PERMANENT STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, TREES, SHRUBS, VINES OR OTHER PLANTINGS (EXCEPT LOW GRASS THAT IS EASILY REMOVED), UTILITIES SHALL HAVE THE RIGHT TO REMOVE FENCES AND OTHER OBSTRUCTIONS AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHERE WATER, SEWER, ELECTRICAL AND GAS SERVICES WILL OR MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF UNLESS NOTED ON THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS BEING CONCURRENT WITH THE ADD, REVISIONS BY THEIR RESPECTIVE OCCUPYING ASSIGNMENT, AND PROPOSED IMPROVEMENTS ARE ALONG THE SUBDIVISION ARE IN COMPLIANCE WITH COUNTY & STATE STANDARDS.

14. DRIVEWAY ENTRANCES WITH CULVERTS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

15. A 5.0 FOOT SIDEWALK WITH ADA RAMPS ARE REQUIRED ALONG CESAR CHAVEZ ROAD AT TIME OF BUILDING PERMIT STAGE.

16. 100% OF PARKLAND FEE WAS ACCEPTED BY THE DEVELOPER.

17. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

18. NO OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WAY FOR OCCUPANCY PERMIT SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND COMPLETED AS-BUILT PLANS ARE APPROVED AND PERMITTED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

SHEET 1 OF 2 — INDEX: Click North arrow Main Scale / Scaling Legal description Location Map and ETJ Plat notes & restrictions Lots Addition Lot(s) Addition & Blocks Notes Owner dedication, certification, and attestation ROW dedication & Legal description Certificate of Surveyor, public or R.O.W. Commission, County certificate Engineer certificate Drainage, Hydraulic Irrigation Certification County certificate County Health Certificate Revision Notes

SHEET 2 OF 2 — Final Engineering Report, including Data Edition of Water and Sanitary Issue (English-Spanish Version), Legend, Description of Drainage and Drainage swales, Map of Topographic and Engineering Flood Certificate, Soil Evaluation, Subdivider certificate & statement, Revision Notes Prepared by Arturo Garcia Engineering PLLC, Alfredo Ramirez

FINAL PLAT OF
FRANCO REYES ACRES SUBDIVISION
HIDALGO COUNTY, TEXAS

A 5.00 acre tract of land lying in the Northeast quarter of Lot 13, Block 55, of the ALAMO LAND AND SUGAR COMPANY SUBDIVISION, of Hidalgo to Plat thereof recorded in the Hidalgo County, Texas, Deed and of Cesar Chavez Road, Texas, more particularly described and Volume 1, pages 24 through 26, Map Records, Hidalgo County, Texas.

PROJECT NAME:	FRANCO REYES ACRES SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLAN TYPE:	SUBDIVISION PLAT
REVISIONS:	
Drawn by: JG	Checked by:
Date: SEPTEMBER 05, 2008	Project No: 8C.007

SHEET 1.2

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **E.C.I.S.D. Middle School No. 6 - Pct. 4**
Final Approval with Financial Guarantee

ECISD Middle School 6 is a one (1) school lot subdivision located approximately 3550 feet North of FM 2812 Road and on the West side of Alamo Road.

The proposed Subdivision lies within the Rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 19, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Alamo Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Edinburg.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing ten (10) inch waterline on Alamo Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $316,773.60 was submitted to the Planning Department and deposited into Escrow Account No. 09-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the Paving and Drainage Improvements.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **March 24, 2009.**

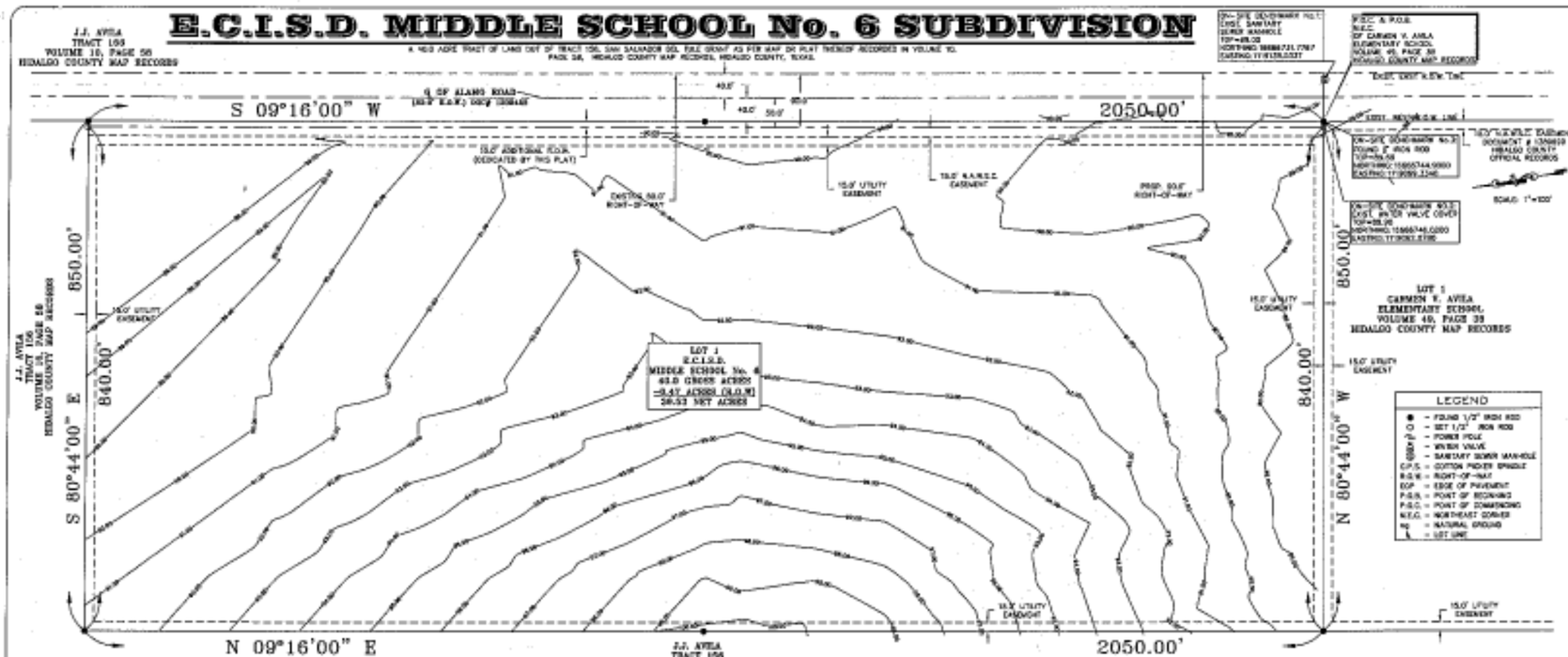
E.C.I.S.D. MIDDLE SCHOOL No. 6 SUBDIVISION

A 16.0 ACRE TRACT OF LAND OUT OF TRACT 156, SAN SALVADOR DEL RIO GRANT AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE 56, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS.

J.J. AVILA
TRACT 156
VOLUME 10, PAGE 56
HIDALGO COUNTY MAP RECORDS

J.J. AVILA
TRACT 156
VOLUME 10, PAGE 56
HIDALGO COUNTY MAP RECORDS

J.J. AVILA
TRACT 156
VOLUME 10, PAGE 56
HIDALGO COUNTY MAP RECORDS



P.O.C. & P.O.B.
N.E.C.
OF CARMEN V. AVILA
ELEMENTARY SCHOOL
VOLUME 49, PAGE 39
HIDALGO COUNTY MAP RECORDS

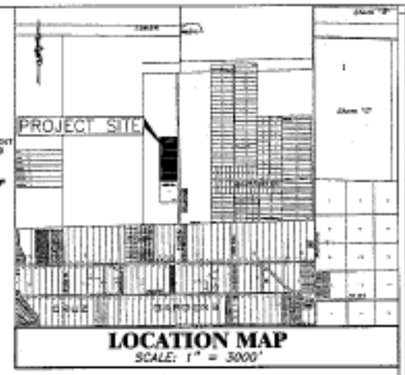
"EXCEPT 0.003" N./S.W. TOLL"

ON-SITE BENCHMARK No.1
FOUND 5" IRON ROD
"CP=MN-58"
NORTHING: 16565744.9060
EASTING: 1719089.3346

ON-SITE BENCHMARK No.2
EXIST. WATER VALVE COVER
"CP=WV-28"
NORTHING: 16566746.0200
EASTING: 1719067.8186

"EXCEPTIONABLE EASEMENT
DOCUMENT # 1396659
HIDALGO COUNTY
OFFICIAL RECORDS

SCALE: 1"=100'



LOCATION MAP
SCALE: 1" = 3000'

LEGEND

- ● = FOUND 1/2" IRON ROD
- ○ = SET 1/2" IRON ROD
- Ø = POWER POLE
- WV = WATER VALVE
- SMH = SANITARY SEWER MAN-HOLE
- C.P.S. = COTTON PICKER SPINDLE
- R.O.W. = RIGHT-OF-WAY
- E.O.P. = EDGE OF PAVEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- N.E.C. = NORTHEAST CORNER
- N.G. = NATURAL GROUND
- = LOT LINE

GENERAL PLAT NOTES

1. FLOOD ZONE STATEMENT:
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) NUMBER 480334 0005 C, EFFECTIVE DATE: JUNE 6, 2000 FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS, THIS PROPERTY LIES IN ZONE "A" (100 YEAR), AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0005 C EFFECTIVE DATE: JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 15, 2001).
THIS GROUP WITHIN THE DRAINAGE EASEMENTS AND WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0005 C EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

2. SETBACKS:

FRONT	50.00	FEET	OR EASEMENT WHICHEVER IS GREATER
REAR	10.00	FEET	OR EASEMENT WHICHEVER IS GREATER
SIDES	10.00	FEET	OR EASEMENT WHICHEVER IS GREATER

3. LOT 1 SHALL BE FOR SCHOOL / EDUCATIONAL INSTITUTION USE ONLY. THERE SHALL BE NO OTHER USE ALLOWED.

4. MINIMUM FINISH FLOOR (MFF) MINIMUM FINISH FLOOR ELEVATION SHALL BE SET ABOVE THE ELEVATION OF ALAMO ROAD AT 1.0' ABOVE NATURAL GROUND, WHICHEVER IS GREATER, OR ELEVATION CERTIFICATE MAY BE REQUIRED TO ESTABLISH A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR DEVELOPMENT TO VERIFY MFF AND ROAD CONSTRUCTION. FINISH FLOOR ELEVATIONS, OR ELEVATION CERTIFICATE, SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION=BELOW N.A.V.D. 88; DESCRIPTION "BOT OF SANITARY SEWER MANHOLE RIMTOP UNKNOWN ALONG THE EAST SIDE OF NORTH ALAMO ROAD APPROXIMATELY 87.00 FEET EAST OF THE NORTHEAST PROPERTY CORNER OF LOT 1, CARMEN V. AVILA ELEMENTARY SCHOOL SUBDIVISION, SAME POINT BEING THE SOUTHEAST CORNER OF THIS TRACT OF LAND.
B.M. NO. 2: ELEVATION=BELOW N.A.V.D. 88; DESCRIPTION "TOP OF WATER VALVE COVER LOCATED ALONG THE WEST SIDE OF NORTH ALAMO ROAD APPROXIMATELY 7.00 FEET WEST OF THE NORTHEAST PROPERTY CORNER OF LOT 1, CARMEN V. AVILA ELEMENTARY SCHOOL SUBDIVISION, SAME POINT BEING THE SOUTHEAST CORNER OF THIS TRACT OF LAND.
B.M. NO. 3: ELEVATION=BELOW N.A.V.D. 88; DESCRIPTION "TOP OF 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, CARMEN V. AVILA ELEMENTARY SCHOOL SUBDIVISION, SAME POINT BEING THE SOUTHEAST CORNER OF THIS TRACT OF LAND.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY DRAINAGE RULES, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 61,452 CUBIC-FEET OF LAKE WITH-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IS REQUIRED AND DRAINAGE IMPROVEMENTS WILL BE ACCOMPLISHED BY PROPOSED DRAINAGE PONDS. (SEE DRAINAGE REPORT ON SHEET 2.)

7. RETENTION EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY STORMWATER DETENTION EASEMENT. SAID EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE EXCAVATION OF THE DRAINAGE DETENTION EASEMENTS CONSTRUCTED. EDINBURG SCHOOL DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE DETENTION POND.

8. WATER: ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LAW, LESS THAN 18 INCHES IN DIAMETER, GROUND COVER (GRASS, NO FLOWERS) AND OTHER OBSTRUCTIONS THAT SHALL INTERFERE WITH THE USE OF SAID EASEMENT.

10. ALL PUBLIC UTILITIES DESIGNATED OR SHOWN ON THIS PLAT SHALL BE A MINIMUM WIDTH OF (SEE TEXT) AS PER THE HIDALGO COUNTY LAND SUBDIVISION RULES, BY SIGNING THIS PLAT CONTRACTOR AND ENGINEER CERTIFY THAT ALL OTHER DIMENSIONS SHOWN CORRECTLY ON THE SIZE REQUIRED BY EACH RESPECTIVE EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR UTILITY CONNECTIONS SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND UTILITY PLAN ARE APPROVED AND PROVISIONS, IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

13. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS REGARDS OF SIZE.

14. UTILITY PROVIDERS:
POTABLE WATER: NORTH ALAMO WATER SUPPLY CORPORATION
SANITARY SEWER: CITY OF EDINBURG
ELECTRICITY: AEP/CPL

15. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED & DESIGNATED EASEMENT AREAS AS DESIGNATED BY THE PERMIT PLAN ENGINEER AT BUILDING PERMIT STAGE PRIOR TO THE COUNTY ACCEPTING A FINAL LOT AND WATER COVERAGE. NO FINAL LOT OR WATER COVERAGE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND ACCEPTED BY HIDALGO COUNTY.

NORTH ALAMO WATER SUPPLY CORPORATION
RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (hereinafter called "Grantor" whether one or more) FOR AND IN CONSIDERATION OF ONE DOLLAR(S) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION (hereinafter called "Grantee"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO UNDUCT, CONSTRUCT, INSTALL AND MAINTAIN OVER, UNDER, ACROSS, PERTAIN MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PREMISES FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSES HEREIN RELOCATED AND WATER LINE AS MAY BE NECESSARY TO THE OUTER THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF SAID WATER LINE AS INSTALLED OR AS RELOCATED HEREIN, THESE AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT APPURTENANT TO THE PREMISES DESCRIBED HEREIN AND ASSIGNED. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: NO EASEMENT HEREIN GRANTED HEREIN WAS OBTAINED WITH THE PROVISION FEDERAL FINANCIAL ASSISTANCE, THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS___DAY OF_____ 2009.

GILBERT GARZA JR., SUPERINTENDENT
EDINBURG CONSOLIDATED SCHOOL DISTRICT
411 NORTH 6th AVENUE
EDINBURG, TX 78539

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE UNDER LOCAL
GOVERNMENT CODE § 232.028(b)
WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.C.I.S.D. MIDDLE SCHOOL No. 6 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ 2009.

_____ ATTEST: _____
HIDALGO COUNTY JUDGE HIDALGO COUNTY CLERK

RIGHT-OF-WAY DEPARTMENT APPROVAL
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.C.I.S.D. MIDDLE SCHOOL No. 6 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT.
ON _____ 2009.

_____
HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR DATE

OWNER'S ACKNOWLEDGEMENT
STATE OF TEXAS
COUNTY OF HIDALGO
I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE E.C.I.S.D. MIDDLE SCHOOL No. 6 AN ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____
GILBERT GARZA Jr., SUPERINTENDENT
EDINBURG CONSOLIDATED SCHOOL DISTRICT
411 NORTH 6th AVENUE
EDINBURG, TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GILBERT GARZA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____ 2009.

_____
NOTARY PUBLIC

PLANNING & ZONING
COMMISSION CERTIFICATION
I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS E.C.I.S.D. MIDDLE SCHOOL No. 6 CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND WAS DULY APPROVED FOR RECORDING ON THE_____DAY OF_____ 2009.

_____
CHAIRPERSON
PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MAJOR SUBDIVISION PLAT KNOWN AS E.C.I.S.D. MIDDLE SCHOOL No. 6 CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND WAS DULY WITH APPROVED FOR RECORDING ON THIS THE_____DAY OF_____ 2009 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR / DIRECTOR
PLANNING AND ZONING DEPARTMENT

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
E.C.I.S.D. MIDDLE SCHOOL No. 6 IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 ON THE EAST SIDE OF HIDALGO COUNTY ALONG THE WEST SIDE OF NORTH ALAMO ROAD APPROXIMATELY 3,000 FEET NORTH OF INTERSECTION WITH F.M. 2812 ROAD. THE ONLY NEAREST MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE U.S. CENSUS BUREAU, THE 2003 POPULATION ESTIMATE IS 62,726. E.C.I.S.D. MIDDLE SCHOOL No. 6 LIES APPROXIMATELY 3 MILES FROM EDINBURG'S CITY LIMITS AND THEREFORE FALLS OUTSIDE EDINBURG'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATE
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE SEC. 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THOSE DETERMINATIONS.

_____ BY _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG AND HIDALGO COUNTY, TEXAS.

DATED THIS_____THE DAY_____OF 2009.

JOSE MARIO CARRANCO, JR.
REGISTERED PROFESSIONAL SURVEYOR
NO. 5071 – STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS_____THE DAY_____OF 2009.

GILBERT J. GUERRA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 80158 – STATE OF TEXAS

STATE OF TEXAS – COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE
I, _____, COUNTY CLERK OF HIDALGO COUNTY, ESTATE THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK __M, ON _____ 2009, AND WAS RECORDED IN BOOK _____ SHEETS _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK __M, ON _____ 2009.

_____
HIDALGO COUNTY CLERK

MILES AND BOUNDS:
A 16.00 ACRE TRACT OF LAND OUT TRACT 156, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE 56, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID 16.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING AT A (1/2") HALF INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, CARMEN V. AVILA ELEMENTARY SCHOOL SUBDIVISION AS PER PLAT RECORDED IN VOLUME 49, PAGE 39, HIDALGO COUNTY MAP RECORDS; SAID POINT ALSO BEING ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF NORTH ALAMO ROAD, FOR THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 80°44'00" WEST, WITH THE NORTH PROPERTY LINE OF SAID LOT 1, CARMEN V. AVILA SUBDIVISION, A DISTANCE OF 850.00 FEET TO A (1/2") HALF INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 09°16'00" EAST, PARALLEL WITH THE WEST LINE OF TRACT 156 AND NORTH ALAMO ROAD, A DISTANCE OF 2,050.00 FEET TO A (1/2") HALF INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 80°44'00" EAST, PARALLEL TO THE SAID NORTH PROPERTY LINE OF LOT 1, CARMEN V. AVILA SUBDIVISION, A DISTANCE OF 850.00 FEET TO A (1/2") HALF INCH IRON ROD FOUND AT A POINT ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ALAMO ROAD FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 09°16'00" WEST, PARALLEL WITH THE WEST LINE OF TRACT 156 AND ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ALAMO ROAD, A DISTANCE OF 2,050.00 FEET TO A (1/2") HALF INCH IRON ROD FOUND TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRES OF LAND MORE OR LESS.

SHEET INDEX	
SHEET 1	PLAT WITH GOVERNMENTAL CERTIFICATIONS, EXISTING TOPOGRAPHY, BENCHMARKS, FLOOD ZONE INFORMATION, DEDICATIONS, GENERAL PLAT NOTES, LEGEND, LOCATION MAP, AND SURVEYOR'S CERTIFICATION
SHEET 2	DRAINAGE PLAN, GRADING PLAN, PROPOSED DRAINAGE PONDS, DRAINAGE CALCULATIONS, TYPICAL SECTIONS, STORM WATER POLLUTION PREVENTION PLAN (SWPPP), STREET LAYOUT, SUBDIVISION IMPROVEMENTS AND STATEMENTS, AND GENERAL DETAILS
SHEET 3	WATER LAYOUT, SANITARY SEWER LAYOUT, EASEMENTS DESCRIPTIONS, PHASING DETAILS, PROPOSED CONTRACTS

PRINCIPAL CONTACTS:

	NAME	ADDRESS	PHONE & FAX
OWNER:	GILBERT GARZA, JR., SUPERINTENDENT EDINBURG CONSOLIDATED SCHOOL DISTRICT	411 NORTH 6th AVENUE, EDINBURG, TX 78539	(956) 289-2000
ENGINEER:	GILBERT J. GUERRA P.E.	921 SOUTH 10th ST. EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	5307 SOUTH EXPOWAY MISSION, TX 78503	(956) 380-8184 (956) 380-8188

RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DESIGN: ERIC YBARRA
DRAWN: LALO CHAPA
CHECKED: GILBERT A. GUERRA
SUPERVISION: JOSE M. GONZALEZ
SCALE: 1"=100'
DATE: MARCH 5, 2009

PROJECT TYPE: REVIEW

PLAT
SHEET 1
E.C.I.S.D. MIDDLE SCHOOL No. 6
EDINBURG, TEXAS

PROJECT: SUB 09 001
PAGE NO.: 1 OF 3

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: March 25, 2009

RE: **San Jose Ranch Subdivision - Pct. 4**
Final Approval with Financial Guarantee

San Jose Ranch Subdivision is an eleven (11) residential lot subdivision located on the West of Depot Road and 1000 feet North of Rogers Road. Lot 12 and Lot 13 are for common area and not for development.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 17, 2007. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Depot Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Depot Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

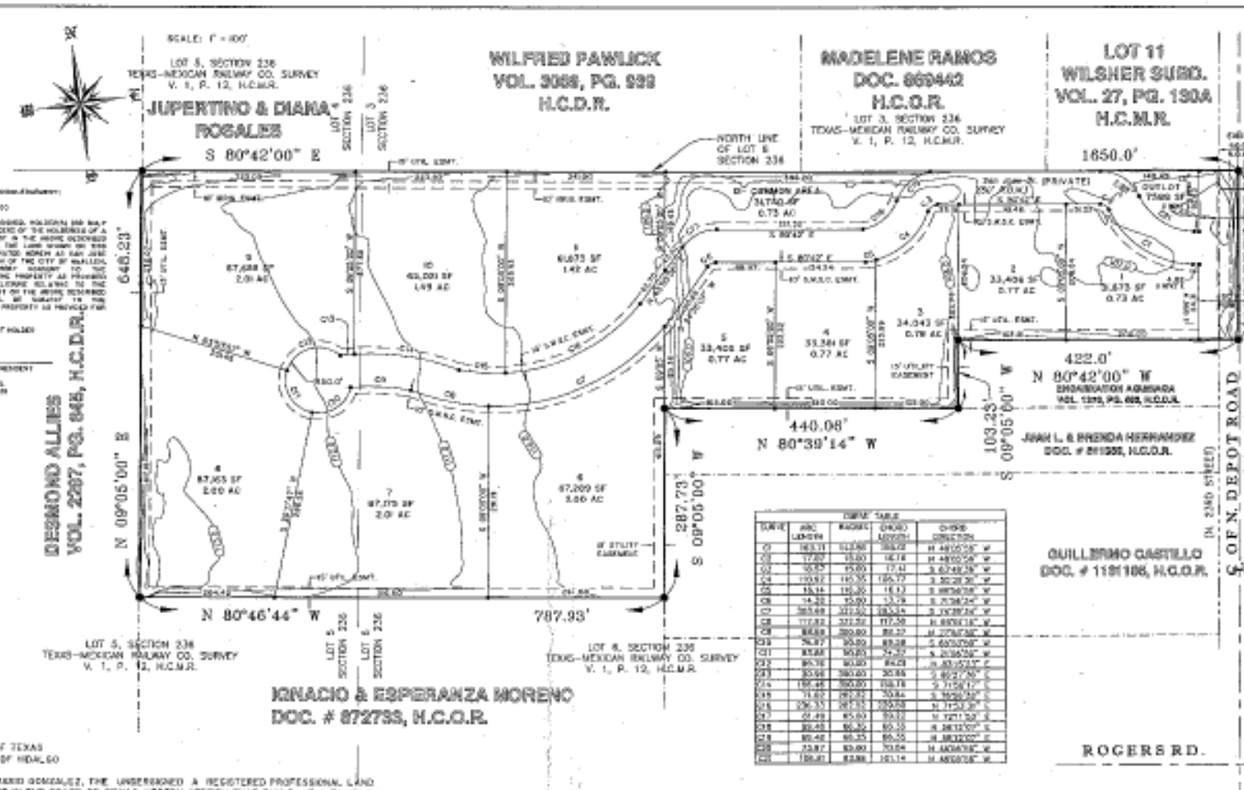
The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $11,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 09-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of eleven (11) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **March 24, 2009.**

SAN JOSE RANCH SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A 17.833 ACRE (17.656 AC. NET) TRACT OF LAND OUT OF LOTS 5 & 6, BLOCK 236, TEXAS MEXICAN RAILWAY COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 12 MAP RECORDS OF HIDALGO COUNTY, TEXAS.





PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
DATE PREPARED: 02/10/04
DATE SURVEYED: 8/15/03

SHEET 1 of 2

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD DIRECTION
C1	160.11	512.96	159.49	N 48°05'26" W
C2	17.69	15.00	16.74	N 48°05'26" W
C3	10.73	15.00	17.51	N 82°49'38" W
C4	139.62	110.35	130.77	S 36°28'36" W
C5	15.14	110.35	15.13	S 88°36'26" W
C6	14.33	15.00	13.79	S 75°38'24" W
C7	340.68	337.50	326.24	S 79°39'36" W
C8	117.83	337.50	117.26	N 89°05'12" W
C9	88.69	280.00	88.32	N 77°58'56" W
C10	74.37	85.00	72.00	S 60°53'06" W
C11	85.66	85.00	82.08	S 89°53'06" W
C12	85.16	85.00	84.68	N 63°57'21" W
C13	30.56	280.00	30.55	S 80°21'06" W
C14	156.46	280.00	154.76	S 71°50'12" W
C15	11.69	280.00	70.84	S 39°29'12" W
C16	236.35	280.00	229.68	N 31°33'36" W
C17	42.49	85.00	39.83	N 72°11'30" E
C18	85.49	85.00	85.00	N 36°32'00" E
C19	85.49	85.00	85.00	N 36°32'00" E
C20	73.87	85.00	70.04	N 68°08'18" E
C21	156.61	83.96	135.14	N 48°05'06" W

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

SAN JOSE RANCH SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 4, IN CENTRAL HIDALGO COUNTY AND IS FURTHER LOCATED ALONG THE WEST SIDE OF DEPOT ROAD AND APPROXIMATELY 1000 FEET NORTH OF THE INTERSECTION OF DEPOT AND ROGERS ROADS ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF MCALLEN (POPULATION 99,479). THE SUBDIVISION LIES APPROXIMATELY 1/4 MILE FROM THE CITY LIMITS OF MCALLEN, IT IS WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF MCALLEN (PER LOCAL GOVERNMENT CODE 212.001).

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 17.833 ACRES (17.656 Ac. Net) MORE OR LESS, OUT OF LOTS 5 AND 6, SECTION 236, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND ALONG THE CENTER LINE OF NORTH DEPOT ROAD, BEING THE NORTHEAST CORNER OF LOT 6, TEXAS MEXICAN RAILWAY SURVEY; ALSO BEING THE NORTHEAST CORNER AND POINT OF BEGINNING FOR HEREIN DESCRIBED TRACT;

THENCE, S 09°05'00" W, WITH AND ALONG THE EAST LINE OF LOT 6, AND THE CENTERLINE OF NORTH DEPOT ROAD, A DISTANCE OF 286.62 FEET TO A SET COTTON PICKER SPINDLE FOR THE SOUTHEAST CORNER FOR THIS HEREIN DESCRIBED TRACT;

THENCE, N 80°42'00" W, PARALLEL WITH THE NORTH LINE OF LOT 6, A DISTANCE OF 30.0 FEET PASS A FOUND 1/2 INCH IRON ROD ON THE WEST RIGHT OF WAY OF NORTH DEPOT ROAD, AT A TOTAL DISTANCE OF 422.05 FEET IN ALL TO A FOUND 1/2 INCH IRON ROD FOR AN INNER CORNER FOR THIS HEREIN DESCRIBED TRACT;

THENCE, S 09°05'00" W, PARALLEL WITH THE EAST LINE OF LOT 6, A DISTANCE OF 103.43 FEET TO A SET 1/2 INCH IRON ROD FOR AN OUTER CORNER FOR THIS HEREIN DESCRIBED TRACT;

THENCE, N 80°39'14" WEST, A DISTANCE OF 440.08 FEET TO A FOUND 1/2 INCH IRON ROD FOR AN INNER CORNER FOR THIS HEREIN DESCRIBED TRACT;

THENCE, S 09°05'00" W, PARALLEL WITH THE EAST LINE OF LOT 6, A DISTANCE OF 287.73 FEET TO A FOUND 1/2 INCH IRON ROD FOR AN OUTER CORNER FOR THIS HEREIN DESCRIBED TRACT;

THENCE, N 80°46'44" W, AT 457.93 FEET PASS THE WEST LINE OF SAID LOT 6, AT A TOTAL DISTANCE OF 787.93 FEET TO A SET 1/2 INCH IRON ROD FOR THE SOUTHWEST CORNER FOR THIS HEREIN DESCRIBED TRACT;

THENCE, N 09°05'00" E, PARALLEL WITH THE EAST LINE OF LOT 5, A DISTANCE OF 646.23 FEET TO A SET 1/2 INCH IRON ROD FOR THE NORTHWEST CORNER FOR THIS HEREIN DESCRIBED TRACT;

THENCE, S 80°42'00" E, WITH THE NORTH LINE OF LOTS 5 & 6, AT 330.00 FEET PASS THE EAST LINE OF LOT 5, ALSO BEING THE WEST LINE OF SAID LOT 6, AT 1620.00 FEET PASS A FOUND 1/2 INCH IRON ROD ON THE WEST RIGHT OF WAY OF NORTH DEPOT ROAD, AT A TOTAL DISTANCE OF 1650.0 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 17.833 ACRES (17.656 Ac. Net) OF LAND, MORE OR LESS.

17. THE PROPERTY COVERED BY THIS SUBDIVISION PLAT IS SUBJECT TO THAT ONE CERTAIN COVENANT AGAINST REAL PROPERTY BETWEEN THREESIXE INVESTMENTS AND THE CITY OF MCALLEN EXECUTED ON _____ AND RECORDED IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER (S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE SAN JOSE RANCH SUBDIVISION HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, PARKS, DRAINS, EASEMENTS AND RIGHT-OF-WAYS HEREON SHOWN, FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND FURTHER HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2005 EDITION, HAVE BEEN MET AND THAT:

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

OWNER: THREESIXE INVESTMENTS, A TEXAS PARTNERSHIP
MARCUS BARRERA
1613 N. 10TH STREET
McALLEN, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

STATE OF TEXAS
CITY OF McALLEN

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN

DATE

STATE OF TEXAS
CITY OF McALLEN

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

MAYOR
CITY OF McALLEN

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, P.E., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, LICENSE NUMBER TX. 86862, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS SAN JOSE RANCH, DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION ARE LOCATED IN A FLOOD PRONE AREA DESIGNATED ZONES "A" OR "AH" DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

RENE BARRERA, P.E.
LICENSED PROFESSIONAL ENGINEER No. 86862

STATE OF TEXAS
COUNTY OF HIDALGO

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

JOSE MARIO GONZALEZ, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5571

HIDALGO COUNTY IRRIGATION DISTRICT No. 1

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IRRIGATION DISTRICT No. 1 ON THIS _____ DAY OF _____, 200__.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. No. 1 RIGHT OF WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. No. 1.

PRESIDENT

SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

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

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

HIDALGO COUNTY JUDGE

DATE

ATTEST:
HIDALGO COUNTY CLERK

DATE

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE SECTION 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____ DATE: _____

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
N. DEPOT ROAD = 60.0' (A.K.A. N. 23RD ST.)
FRONT = 25.0'
REAR = 10' OR GREATER FOR EASEMENTS
SIDE = 6.0' OR GREATER FOR EASEMENTS
GARAGE=18' EXCEPT WHERE GREATER SETBACK IS REQUIRED, GREATER SETBACK APPLIES
2. FLOOD ZONE STATEMENT:
FLOOD ZONES DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR PLAIN
COMMUNITY PANEL NO. 480334 0325 D
EFFECTIVE: JUNE 8, 1980
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY PANEL NUMBER 480334-0325D, EFFECTIVE DATE OF JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 500-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY PORTION OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 - 4127)
3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. FLOOD CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND PEST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN 1 DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. IN ACCORDANCE WITH THE COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 13.938 CF OR 0.86 AC-FT OF STORM RUNOFF. (0.60 AC.-FT. WILL BE DETAINED WITHIN THE PRIVATE DETENTION POND AND 0.54 AC.-FT. WILL BE DETAINED ON EACH LOT ON A PRO-RATA SHARE)
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT (THERE SHALL BE NO USE OTHER THAN A SINGLE FAMILY DWELLING)
6. THERE ARE NO WATER WELLS WITHIN 150.0 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
7. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOTS ARE MONUMENTED BY 1/2 INCH RODS BY 18" LONG IRON RODS.
8. LOCAL BENCHMARK IS LOCATED 384 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 6, AND 27.50 FEET EAST OF THE LOT LINE. BENCHMARK IS A 60-D NAIL IN BASE OF POWER POLE, ELEVATION =0.615.
9. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
10. A 50 FOOT BUFFER REQUIRED FROM ADJACENT COMMERCIAL ZONE/USES. AND ALONG N. DEPOT RD. (A.K.A. N. 23RD STREET)
11. THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 20,000 SQUARE FEET LOT AREA WITH POTABLE WATER.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
12. NO PERMANENT STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENTS.
13. A 4.0 FOOT SIDEWALK REQUIRED ALONG DEPOT ROAD (AKA 23RD STREET), AND BOTH SIDES OF SAN JOSE DRIVE.
14. AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE CITY OF McALLEN ENGINEERING DEPARTMENT, IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT.
15. DEVELOPER/HOMEOWNER'S ASSOCIATION/OWNER, THEIR SUCCESSORS AND ASSIGNS, AND NOT THE CITY OF McALLEN, SHALL BE RESPONSIBLE FOR COMPLIANCE OF INSTALLATION AND MAINTENANCE AND OTHER REQUIREMENTS PER SECTION 134-168 OF THE SUBDIVISION ORDINANCE, INCLUDING BUT NOT LIMITED TO COMMON AREAS AND ITS PRIVATE STREETS.
16. A 24'x24' SITE OBSTRUCTION EASEMENT IS REQUIRED ON ALL STREET INTERSECTIONS.
17. NO CURB CUTS, ACCESS, OR LOT FRONTAGE IS PERMITTED TO NORTH DEPOT RD. (A.K.A. N. 23RD ST.)
18. THE OUTLOT SHALL BE UTILIZED FOR LANDSCAPING PURPOSES ONLY.

INDEX OF SHEETS

NO.	DESCRIPTION
1	HEADING INDEX LOCATION MAP AND SITE PLAN, PRINCIPAL CONTACTS, PLAT NOTES, LOTS, STREETS, AND EASEMENT DEDICATION, METES AND BOUNDS, OWNERS AND ENGINEERS CERTIFICATION, FINAL PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION, CITY APPROVAL, COUNTY CLERK RECORDING CERTIFICATE, HIDALGO COUNTY APPROVAL, DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY, ROAD APPROVAL, ENGINEER DISTRICT APPROVAL.
2	ENGINEERING REPORT, INCLUDING ASSESSMENT OF WATER AND WASTE WATER CONNECTS TO EXISTING SYSTEMS, DRAINAGE REPORT, MAP OF TOPOGRAPHY AND DRAINAGE WITH ENGINEER'S CERTIFICATION, MAP OF WATER DISTRIBUTION SYSTEM, MAP OF SEWER.

PRINCIPAL CONTACTS: NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: MARCUS BARRERA	1613 N. 10TH STREET	McALLEN, TX 78504	956-687-3355
ENGINEER: RENE BARRERA, P.E.	7001 N. 10th ST., STE. 300	McALLEN, TX 78504	956-687-3355
SURVEYOR: JOSE MARIO GONZALEZ (RPLS)	8207 MATTIE ENCINAR	MONTE ALTO, TX 78538	956-580-5266

BIG ENGINEERING
7001 N. 10TH ST., SUITE 300
McALLEN, TX 78504
956-687-3355, FAX: 956-992-8801

AI-14788 **12.A.**

Request to Waive Travel Policy

CC REGULAR

Date:	03/31/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Norma Longoria
Department:	BUDGET & MANAGEMENT
Agenda Category:	WIC

Information

CAPTION

EBT Grant:
1. Discussion, consideration, and approval to waive Travel Policies, Guidelines and Procedures T.1, Sections 13.C of the Hidalgo County Accounting Procedures Manual for the Lodging of the Electronic Benefits Transfer (EBT) Grant employees.

BACKGROUND

30 employees attending the seminar. WIC Dept. is accommodating 3 employees per room (bedroom suite) @ a rate of 129.99 + applicable taxes. This is a more reasonable expense than paying $100.00 per employee. Accommodating 3 employees per room will save the department a total of $12,604.00. Please see attached documentation.

Fiscal Impact

Attachments

Link: TRAVEL MEMO

Link: TRAVEL POLICY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	03/27/2009 02:43 PM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 02:53 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/27/2009 03:14 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Damaris San Miguel — Started On: 03/27/2009 12:55 PM

Final Approval Date: 03/27/2009

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

October 17, 2008

Ms. Norma L. Longoria, WIC Project Director
LA #012, Hidalgo County Health & Human Services Department
WIC Program
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

This letter is to confirm that the WIC Program will reimburse your agency for all expenses associated with the implementation of the Electronic Benefits Transfer (EBT) system in your area, including travel, temporary staff, clinic renovations, supplies, etc. that have been approved after consultation with personnel from the State Agency.

These expenses should be tracked and billed separately on a *State of Texas Purchase Voucher* (*B-13*), as the costs are incurred. They will not be deducted from your earned allowable funds. However, these EBT expenses must be expended and documented in accordance with applicable WIC policies. Additionally, this does not relieve you of the responsibility to seek State Agency approval for specific costs over a specific dollar threshold, if required. Please send EBT extra-funding requests to cdsb@dshs.state.tx.us.

In addition, during the months of March, April, May and June 2009, the WIC Program will guarantee earned allowable funds for your agency at a participation level of 74,974 regardless of the agency's actual WIC participation. This number represents your agency's April 2008 WIC participation, which was the highest of the last six months.

If you have any questions, or require additional information, please contact Ellen Larkin, Program Specialist, Nutrition Education/Clinic Services Unit at (800) 341-4491, extension 4572, or ellen.larkin@dshs.state.tx.us.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

Hotel Breakdown

Staybridge Suites
1021 Stonelake Blvd.
Austin, Texas

1st week in April 13- 17, 2009

$169.00 2 bedroom suite (8)
+ city & occupancy tax $15.30=
$185.29 x 4 nights = $741.16 x 8 = $5929.28

1 bedroom suites (2)
1 bedroom rate $139.99 + $12.60 city & occupancy tax =
$152.59 x 4nights = $610.36 x 2= $1220.72

Studio rate $129.99 + city tax & occupancy tax $11.70 = $141.69= x 4nights= $566.70

Total 1st week
$7,716.70.

2nd week in April 20-24, 2009

2 bedroom Suites (9)
$169.99 + tax = $15.30 = $185.29 x 4nights=
$741.16 x 9 = $6,670.44

1 Bedroom suites (1)
1 bedroom rate $139.99 + $12.60 city & occupancy tax =
$152.59 x 4nights = $610.36

Total 2nd week
$7,280.80

Grand Total $14,997.50

Verses

30 people 1 x week; 30 people 2nd week
60 persons x $100.00 x 15%= $15.00 city & occupancy tax= $115.00
$6900.00 per night x 4 nights= $27,600.00

13. LODGING

a. The use of a travel agency to reserve hotel accommodations is discouraged. The traveler is required, to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.

b. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).

c. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of $100 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

d. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of $300 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

e. Hotel reservations made with the department's travel card must be made through the Purchasing Department. The travel card cannot be utilized to book hotel reservations with rates higher than allowed by this policy. Hotel reservations at a rate above the allowable rate must be paid using the traveler's own personal credit card or funds (see Travel Card Procedures). If a spouse and/or dependent(s) accompany the official or employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.

f. Arrival one night before the day the meeting or conference begins is acceptable whenever same day travel is not practical. However, arrival the same day the meeting or conference begins is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference begins at or after 10:00 AM. Arrival the day that the meeting or conference begins is encouraged whenever the meeting or conference begins at or

AI-14737 **13.A.**

Approval of Budget Increase - HAVA Grant
CC REGULAR

Date:	03/31/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

1. Discussion, consideration, and acceptance of increase in funds of the following Help America Vote Act (HAVA) grant awards for the period of January 1, 2005 to December 31, 2009 received from the Texas Secretary of State - Elections Division
   a. Polling Places Accessibility increase in the amount of $1,000.00
   b. Opportunity for Access increase in the amount of $1,000.00
2. Approval of appropriation of funds for the following Help America Vote Act (HAVA) grant awards for period of January 1, 2005 to December 31, 2009.
   a. Polling Places Accessibility increase in the amount of $1,000.00
   b. Opportunity for Access increase in the amount of $1,000.00

BACKGROUND

The grant applications were presented to CC on 6/12/07 (AI-4140,12A).
Original appropriation for Polling Place Accessibility and Opportunity for Access was presented to CC on 07/24/07 (AI-4741, 16L).

No county cash match required for HAVA grant.

Total grant awards (including increase in funds) for both Polling Place Accessibilty & Opportunity for Access in $8,500.00 & $3,000.00 respectively.

Grant Awards have been extended to December 31, 2009 as mentioned in the award letter.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1283-414-00-130-014-7-739

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

BUDGETARY IMPACT:

Appropriation of funds for the Polling Place Accesseibility- HAVA Grant in the amount of $1,000.00. rc

Revenue acct- 9-1283-334-10-130-014-7-000

FISCAL YEAR: 2009 **ACCT. #:** 9-1283-414-00-130-013-7-601

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

BUDGETARY IMPACT:

Appropriation of funds for the Opportunity for Access- HAVA Grant in the amount of $1,000.00. rc

Revenue Acct- 9-1283-334-10-130-013-7-000

Attachments

Link: Appropriation Polling Place

Link: Appropriation Access

Link: HAVA Award Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	03/27/2009 02:53 PM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 02:56 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/27/2009 04:13 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Rolando Garcia Started On: 03/25/2009 02:11 PM

Final Approval Date: 03/27/2009

DATE: March 26, 2009

2009
Budget Amendment

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Elections Department

AI-14737

ACCOUNT NUMBER: 9-1283-414-00-130-014-7-739

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1283-414-00-130-014-7-739	HAVA POLLING ACCESS-OTHER STRUCTURES	$ 1,000.00
	TOTAL APPROPRIATIONS	$ 1,000.00
9-1283-334-10-130-014-7-000	HAVA POLLING ACCESS REVENUES	$ 1,000.00
	TOTAL REVENUE	$ 1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$ 1,000.00**

REASON:
To appropriate the HAVA Polling Place Accessibility funds increase of $1,000.00 awarded for the period of January 1, 2005 through December 31, 2009. There are No local match monies required.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: March 26, 2009

2009
Budget Amendment

AI-14737

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Elections Department

ACCOUNT NUMBER: 9-1283-414-00-130-014-7-601

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1283-414-00-130-013-7-601	HAVA OPPORTUNITY ACCESS -OFFICE SUPPLIES	$ 1,000.00
	TOTAL APPROPRIATIONS	$ 1,000.00
9-1283-334-10-130-013-7-000	HAVA OPPORTUNITY ACCESS REVENUES	$ 1,000.00
	TOTAL REVENUE	$ 1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$ 1,000.00**

REASON:
To appropriate the HAVA Opportunity for Access funds increase of $1,000.00 awarded for the period of January 1, 2005 through December 31, 2009. There are no local match monies required.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Hope Andrade
Secretary of State

TO: Texas County Judges

CC: County Election Officials
County Financial Officers

FROM: Coby Shorter, III, Texas Deputy Secretary of State

DATE: August 29, 2008

RE: Help America Vote Act (HAVA) Funding

As you are aware by now, funds were made available to your county in response to the Help America Vote Act (HAVA) of 2002. To-date, six allotments of funding have been awarded to each Texas county: 1) County Education fund, 2) Voting System Accessibility, 3) General HAV Compliance, 4) TEAM Compatibility, 5) Polling Place Accessibility, and 6) Opportunity for Access. The funds are accessible through the HAVA online grant system at http://hava.tamu.edu/, which you have a user ID and password to access. If you don't have a user ID and password, please email hava@sos.state.ts.us.

Once in the grant system, the purpose areas awarded to the county are viewable on the left side of the screen on the county's homepage. A short description for each purpose area, including its eligible uses and period of availability, are also included on the homepage. All users have access to view current approved budgets and reimbursements. Also on the left side of the screen is a link to a Status Report that outlines the total amount budgeted to-date, the amount that has been reimbursed to-date, and the remaining balance for each award allotted to the county. The authorized official for the county (county judge) has access to apply for the funding, including grant adjustments if the award has a remaining balance. Upon approval by the Secretary of State's Office, the county financial officer (the county auditor or treasurer, depending on the county) has access to request reimbursement against the approved budget.

This memo serves as notice that the County Education Fund, Voting System Accessibility, General HAVA Compliance, TEAM Compatibility, Polling Place Accessibility, and Opportunity for Access awards have all been extended to December 31, 2009. Each county has until that time to submit a budget

OVER

via the online grant system. Below are the periods of availability for the funding that has been awarded to your county.

Grant Award	**Funding Period**
County Education Fund	June 1, 2004 thru December 31, 2009
Voting System Accessibility	November 8, 2000 thru December 31, 2009
General HAVA Compliance	November 8, 2000 thru December 31, 2009 (HAVA Compliant Voting Equipment and Ongoing Operation Costs - maintenance, licensing, storage, etc.) and September 1, 2004 thru December 31, 2009 (Voter and Election Worker Education)
Texas Election Administration Management (TEAM) Compatibility	January 1, 2006 thru December 31, 2009
Polling Place Accessibility and Opportunity for Access	For budget items submitted prior to January 1, 2008: January 1, 2005 through December 31, 2008 For budget items submitted on or after January 1, 2008: January 1, 2006 through December 31, 2009

In addition, the Polling Place Accessibility and Opportunity for Access grants have increased award amounts. All counties are eligible regardless of whether they have previously submitted a budget. Below are the new award amounts:

Making Polling Places Accessible

Current Award Amount	New Award Amount
$2,500	$4,500
$5,000	$6,500
$7,500	$8,500

Opportunity for Access

Current Award Amount	New Award Amount
$1,500	$2,000
$1,750	$2,500
$2,000	$3,000

If you need assistance, or if you have questions, please call Dan Glotzer or Jennifer Templeton toll-free at 1.800.252.8683 or email dglotzer@sos.state.tx.us or jtempleton@sos.state.tx.us—we are here to help you, to answer questions, and to make this process as easy as possible.

AI-14721 **13.B.**

Elections Service Agreements

CC REGULAR

Date:	03/31/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

1. Approval of Agreement for Election Services (full service) between the County of Hidalgo and Donna ISD for May 09, 2009 elections.

2. Approval of Contract for Elections Services (leasing of voting systems) between the County of Hidalgo and the following:
a. Donna ISD
b. City of Mcallen
c. City of Sullivan
d. City of Elsa
e. City of Penitas
f. Weslaco ISD
for the May 09, 2009 elections.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the service as outlined in the caption (reimbursement basis to the Elections Department).

Attachments

Link: Donna ISD (agreement)

Link: Donna ISD (leasing)

Link: City of Mcallen (leasing)

Link: City of Sullivan (leasing)

Link: City of Elsa (leasing)

Link: City of Penitas (leasing)

Link: Weslaco ISD (leasing)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 01:50 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/27/2009 07:06 AM	APRV
3	Roland Garcia (Originator)	Rolando Garcia	03/27/2009 12:51 PM	APRV
4	Manuel Chapa	Manuel Chapa	03/27/2009 03:58 PM	APRV
5	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Rolando Garcia Started On: 03/25/2009 09:18 AM

Final Approval Date: 03/27/2009

AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND DONNA ISD

THIS AGREEMENT (the "Agreement") is entered into by and between the **DONNA ISD**, Texas, acting by and through its School Board President, Mr. Alfredo Lugo (hereinafter referred to as "the School") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator, Yvonne Ramón.

WITNESSETH:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 09, 2009, election of the School Board (the "Election"); and

WHEREAS, the County agrees to perform election services for the School; and

NOW, THEREFORE, the County and the School for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

   a. Procure, provide and distribute all necessary election supplies, including:
      1) Ballots (preparation and distribution only);
      2) Election kits; and
      3) Ballot boxes and voting booths provided free of charge by the County.

   b. Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

c. Serve as the Early Voting Clerk.

d. Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the school.

e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the School.

f. Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.

g. Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the School.

h. Preparation, distribution, and publication of all notices and newspaper advertisements.

i. Preparation of U.S. Department of Justice pre-clearance for the general trustee election.

j. Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election.

k. Notify the election presiding and alternate judges of their appointment by the School for each election precinct.

2. The School shall be responsible for performing the following duties and shall furnish the following services:

a. Payment of all necessary election supplies as required by the County, including but not limited to, ballots and election kits.

b. Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the City shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks, unless the Deputy Early voting Clerks are employees of the City.

c. Reimburse the County for liability insurance coverage for election workers employed for the Elections the School shall reimburse the County upon invoicing for the liability insurance coverage rate.

d. Tabulating of the Election results for canvassing by the School's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

4. The County Election Administrator shall be the agent of the School for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the School no later than ten (10) days after the Elections.

7. The School shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the Election. This payment shall be made by the School to the County thirty (30) days after the Elections. (The School agrees to provide the County with copies of all bills that the School paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."

8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXCUTED in DUPLICATE this the 23RD day of MARCH, 2009.

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

DONNA ISD
NAME OF LEASING ENTITY

BY: Roberto F. Loredo

PRINT: Roberto F. Loredo

TITLE: Superintendent

DONNA INDEPENDENT SCHOOL DISTRICT
DONNA TEXAS, HIDALGO COUNTY

ATTEST

BY: David S. Simmons

PRINT: David S. Simmons

TITLE: Tax Assessor/Collector
Elections Administrator

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and DONNA ISD, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, DONNA ISD, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, DONNA ISD and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to DONNA ISD for its election to be held on May 09, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to DONNA ISD the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for DONNA ISD;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by DONNA ISD;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by DONNA ISD, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of DONNA ISD election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 **In consideration for the services provided hereunder by ADMINISTRATOR, DONNA ISD agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 **Payment shall be made by DONNA ISD within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:**

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 **Any monies remaining after the payment of all costs of elections bills, shall be the property of the DONNA ISD and returned to it.**

ARTICLE VII

7.01 **IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.**

ARTICLE VIII

GENERAL PROVISIONS

8.01. **This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.**

8.02. **In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this 23RD day of MARCH, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

DONNA ISD
NAME OF LEASING ENTITY

BY: Roberto F. Loredo

PRINT: Roberto F. Loredo

TITLE: Superintendent

DONNA INDEPENDENT SCHOOL DISTRICT
DONNA, TEXAS. HIDALGO COUNTY

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: David S. Simmons

PRINT: David S. Simmons

TITLE: Tax Assessor/Collector
Elections Administrator

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the City of McAllen, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, City of McAllen, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the City of McAllen and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the City of McAllen for its election to be held on May 9, 2009 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the City of McAllen the following general

services:

(A) **Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the City of McAllen;**

(B) **Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the City of McAllen;**

(C) **Provide information for election officers;**

(D) **Provide general advisory services; and**

(E) **Provide such incidental related services as may be necessary to effect the election.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the City of McAllen, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the City of McAllen election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the City of McAllen agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the City of McAllen within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the City of McAllen and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this 17th **day of** February, **2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

City of McAllen
NAME OF LEASING ENTITY

BY: _____

PRINT: Richard Cortez

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____

PRINT: Annette Villarreal

TITLE: City Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF SULLIVAN CITY, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the CITY OF SULLIVAN CITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the CITY OF SULLIVAN CITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF SULLIVAN CITY for its election to be held on May 09, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the CITY OF SULLIVAN CITY the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF SULLIVAN CITY;

(B) **Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF SULLIVAN CITY;**

(C) **Provide information for election officers;**

(D) **Provide general overall supervision of the election and advisory services; and**

(E) **Provide such incidental related services as may be necessary to effect the election.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF SULLIVAN CITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF SULLIVAN CITY election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 **In consideration for the services provided hereunder by ADMINISTRATOR, the CITY OF SULLIVAN CITY agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 **Payment shall be made by the CITY OF SULLIVAN CITY within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:**

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 **Any monies remaining after the payment of all costs of election bills shall be the property of the CITY OF SULLIVAN CITY and returned to it.**

ARTICLE VII

7.01 **IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.**

ARTICLE VIII

GENERAL PROVISIONS

8.01. **This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.**

8.02. **In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this 20th **day of** March, **2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

SULLIVAN CITY
NAME OF LEASING ENTITY

BY: _____
Mayor, ~~Gumaro Flores~~ Pro-Tem
PRINT: Rosendo Benavides

TITLE: Mayor Pro-Tem

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____
PRINT: Claudia Jimenez

TITLE: City Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF ELSA, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, CITY OF ELSA , by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the CITY OF ELSA and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF ELSA for its election to be held on May 09, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the CITY OF ELSA the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF ELSA;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF ELSA;

(C) Provide information for election officers;

(D) Provide general advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF ELSA, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF ELSA election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY OF ELSA agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the CITY OF ELSA within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY OF ELSA and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. **This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.**

8.02. **In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this 24 **day of** March **, 2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF ELSA
NAME OF LEASING ENTITY

BY: _____
PRINT: Juan C Edillo
TITLE: City Manager

ATTEST

BY: _____
PRINT: Maria T. Rodriguez
TITLE: City Secretary

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF PENITAS, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, CITY OF PENITAS, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the CITY OF PENITAS and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF PENITAS for its election to be held on May 09, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the CITY OF PENITAS the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF PENITAS;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF PENITAS;

(C) Provide information for election officers;

(D) Provide general advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF PENITAS, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF PENITAS election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY OF PENITAS agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the CITY OF PENITAS within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY OF PENITAS and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 25th **day of** March, **2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF PENITAS
NAME OF LEASING ENTITY

BY: _____
Mayor Marcos Ochoa

PRINT: Marcos Ochoa

TITLE: Mayor

ATTEST

BY: Dina Garcia

PRINT: Dina Garcia

TITLE: City Secretary

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the WESLACO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, WESLACO ISD, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the WESLACO ISD and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the WESLACO ISD for its election to be held on May 09, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the WESLACO ISD the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the WESLACO ISD ;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the WESLACO ISD ;

(C) Provide information for election officers;

(D) Provide general advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the WESLACO ISD , preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the WESLACO ISD election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the WESLACO ISD agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the WESLACO ISD within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the WESLACO ISD and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

WESLACO ISD
NAME OF LEASING ENTITY

BY: Richard Rivera

PRINT: Dr. Richard Rivera

TITLE: Superintendent

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: Ruben Alejandro

PRINT: Dr. Ruben Alejandro

TITLE: Asst. Superintendent of Support Services

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-14689 **14.A.**

Offices of Sheriff & District Attorney--Crime Victim Liaison Grants

CC REGULAR

Date:	03/31/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Authorization and approval for both the offices of Sheriff and District Attorney to apply for the FY2010-2011 Victim Coordinator and Liaison Grant (VCLG) with the Office of the Attorney General.

BACKGROUND

The grant contract period is for two (2) years (September 01, 2009 to August 31, 2011).

Both offices will be applying for the maximum amount of $39,000.00 for each of the two (2) years.

No local match is required by the grantor. Due to the insufficient amount of the grant award, additional funding for the respective employee's salary and fringe benefits is required--for the Sheriff's Office from General Fund and for the District Attorney's Office from the D.A. discretionary funds.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no local cash match required.

Attachments

Link: vclg.apply.notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/25/2009 08:54 AM	APRV
2	Budget & Management	Veronica Lopez	03/25/2009 10:01 AM	APRV
3	Rey Salazar	Rey Salazar	03/27/2009 04:00 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Emilia Uriegas — Started On: 03/23/2009 08:54 AM

Final Approval Date: 03/27/2009

Office of the Attorney General
Request for Applications (RFA) for the
Victim Coordinator and Liaison Grant (VCLG) Program

The Crime Victim Services Division (CVSD) of the Office of the Attorney General (OAG) is soliciting applications for projects that provide victim-related services or assistance. The purpose of the OAG VCLG program is to fund the victim assistance coordinator and crime victim liaison positions for the purposes set forth in the Texas Code of Criminal Procedure, Article 56.04.

Applicable Funding Source for VCLG: The Texas Code of Criminal Procedure, Article 56.541(e) authorizes the OAG to use money appropriated from the Texas Compensation to Victims of Crime Fund for grants or contracts supporting victim-related services or assistance. All funding is contingent upon an appropriation to the OAG by the Texas Legislature. The OAG makes no commitment that an application, once submitted, or a grant, once funded, will receive subsequent funding.

Eligibility Requirements:
Eligible Applicants: A local criminal prosecutor, defined as a district attorney, a criminal district attorney, a county attorney with felony responsibility, or a county attorney who prosecutes criminal cases, may apply for a grant to fund the position of a victim assistance coordinator (VAC). A local law enforcement agency, defined as the police department of a municipality or the sheriff's department of any county, may apply for a grant to fund the position of crime victim liaison (CVL).

Eligibility: The OAG will initially screen each application for eligibility. Applications will be deemed ineligible if the application is submitted by an ineligible applicant; the application is not filed in the manner and form required by the Application Kit; the application is filed after the deadline established in the Application Kit; or the application does not meet other requirements as stated in the RFA and the Application Kit.

How to Obtain Application Kit: The OAG will post the Application Kit on the OAG's official agency website at http://www.oag.state.tx.us/victims/grants.shtml. Updates and other helpful reminders about the application process will also be posted at this location. Potential applicants are encouraged to refer to this site regularly.

Deadlines and Filing Instructions for the Grant Application:
Registration Deadline: The deadline to complete registration is 5:00 p.m. CST March 27, 2009. On-line registration is required to apply for a VCLG. **If registration is not completed by the deadline, then an Application will not be accepted and is not eligible for funding.** To register go to: http://www.oag.state.tx.us/victims/grants.shtml.

Application Deadline: The applicant must submit its application, including all required attachments, to the OAG and the OAG must receive the submitted application and all required attachments by 5:00 p.m. CST April 22, 2009 to be considered timely filed.

Filing Instructions: **To meet the deadline, the Application must be submitted by both hard copy and email.** An Application will be considered timely filed when the OAG receives the paper (hard copies) and the electronic (email) of the Application including any required attachments in the following ways by the required deadline:

1. **Hard copies – Via a Next Day Air Overnight Delivery Service:**
   - The Applicant must use a Next Day Air Overnight Delivery Service that tracks its deliveries. Submission by Next Day Air Overnight Delivery Service ensures that your Application can be tracked.
   - The Applicant must submit one (1) original and three (3) copies of the Application including any required attachments.
   - The Application should be printed on 8.5 x 11 inch paper. Separate each Application with a binder clip. Do not staple or otherwise bind Applications.
   - The Application must be sent to the following address:

     CVS GRANTS APPLICATIONS – MC 005
     OFFICE OF THE ATTORNEY GENERAL
     300 W 15TH ST RM 102
     AUSTIN, TX 78701-1649

   - **The OAG cannot accept Applications submitted in other formats, including walk-in, hand delivery or same day courier service.**

2. **Email copies:**
   - The Applicant must submit the Excel workbook by email.
   - The Excel workbook must be sent to the following email address: CVSGrantsApplications@oag.state.tx.us
   - An auto-reply message will be generated by the OAG for email received at this address. If the Applicant does not receive an auto-reply message, they are strongly encouraged to contact the OAG immediately at (512) 936-1278.

The OAG will **not** consider an Application if it is not filed by the due date, 5:00 pm CST on April 22, 2009.

Minimum and Maximum Amounts of Funding Available: The minimum amount of funding a program may apply for is $20,000 per fiscal year. The maximum amount a program may apply for is $39,000 per fiscal year.

Start Date and Length of Grant Contract Period: The grant contract period (term) is up to two years from September 1, 2009 through August 31, 2011, subject to and contingent on funding and/or approval by the OAG.

No Match or Volunteer Requirements: There are no match or volunteer requirements for VCLG projects.

Award Criteria: The OAG will make funding decisions that support the efficient and effective use of public funds. Scoring components will include, but are not limited to, information provided by the applicant on the proposed project activities and budget.

VCLG Purpose Area: All VCLG projects must be used for victim assistance coordinator and/or crime victim liaison positions for the purposes set forth in Texas Code of Criminal Procedure, Article 56.04.

Staffing: All VCLG projects must:
(a) Include one VAC or CVL position working at least 20 hours per week or two positions working at least 10 hours each per week in the applicant's budget.
(b) Include at least 75% of the applicant's budget in the personnel and fringe budget categories.

Preference: The OAG reserves the right to consider all other appropriations or funding an applicant currently receives when making funding decisions. The OAG may give priority to applicants that do not receive other sources of funding, including funding that originates from the Texas Compensation to Victims of Crime Fund. The OAG reserves the right to give priority to programs that provide direct victim services with grant funds, that provide information and education about victims' rights in their community, or that utilize volunteers in providing services. The OAG reserves the right to give priority to programs that provide services in certain geographic or programmatic areas. The OAG may award Other Victim Assistance Grant (OVAG) funds to programs that would otherwise be eligible for funding under the VCLG program.

Prohibitions on Use of Grant Funds: OAG grant funds may not be used to support or pay the costs of overtime, out-of-state travel, dues, or lobbying; any portion of the salary or any other compensation for an elected government official; the purchase of food and beverages except as allowed under Texas State Travel Guidelines; the purchase or lease of vehicles; the purchase of promotional items or recreational activities; costs of travel that are unrelated to the direct delivery of services that support the OAG funded program; the costs for consultants or vendors who participate directly in writing a grant application; or for any unallowable costs set forth in applicable state or federal law, rules, regulations, guidelines, policies, procedures or cost principles. Grant funds may not be used to purchase any other products or services the OAG identifies as inappropriate or unallowable within this RFA or the Application Kit.

OAG Contact Person: If additional information is needed, contact Jennifer McShane at CVSGrantsApplications@oag.state.tx.us or (512) 936-1278.

AI-14710 **14.B.**

COPS Hiring Recovery Program (CHRP) Grant

CC REGULAR

Date:	03/31/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Authorization and approval to apply for the COPS Hiring Recovery Program Grant with the Office of Community Oriented Policing Services (COPS), U. S. Department of Justice, for twenty (20) officer positions.

BACKGROUND

No local match is required by the grantor. The grant is for three (3) years and will fund the salaries and fringe benefits of the law enforcement officer positions.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Grant Match Required

Attachments

Link: COPS.hiring.recovery.program

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/25/2009 08:54 AM	APRV
2	Budget & Management	Veronica Lopez	03/25/2009 10:02 AM	APRV
3	Rey Salazar	Rey Salazar	03/27/2009 01:38 PM	APRV
4	Auditor's Office	Angela Garcia	03/27/2009 04:17 PM	APRV

Form Started By: Emilia Uriegas — Started On: 03/24/2009 01:43 PM

Final Approval Date: 03/27/2009

COPS

Office of Community Oriented Policing Services
U.S. Department of Justice

COPS Hiring Recovery Program (CHRP)

The Office of Community Oriented Policing Services (COPS Office) is pleased to announce the availability of funding under the COPS Hiring Recovery Program (CHRP). The COPS Office will receive the funds from the American Recovery and Reinvestment Act of 2009 to address the personnel needs of state, local, and tribal law enforcement.
Applications for CHRP grants will be accepted online via the COPS Office web site at www.cops.usdoj.gov **beginning March 16, 2009 through April 14, 2009.**

CLICK HERE TO APPLY

Quick Overview

- CHRP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime-prevention efforts.
- Up to $1 billion in grant funding will be available for the hiring and rehiring of additional career law enforcement officers.
- There is no local match requirement for CHRP, but grant funding will be based on current entry-level salary and benefits packages and therefore any additional costs for higher salaries or benefits for particular individuals hired will be the responsibility of the grantee agency.
- CHRP grants will provide 100 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a future date, as a result of local budget cuts.

  *In addition, there is no cap on the number of positions an agency may request, but awards will be limited to available funding. Please be mindful of the initial 3-year grant period and your agency's ability to fill the officer positions awarded, while following your agency's established hiring policies and procedures.
- At the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the CHRP grant. The retained CHRP-funded position(s) should be added to the grantees law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant.

The COPS Hiring Recovery Program funding is in addition to $2.76 billion in preventing and controlling crime and $225 million to combat violence against women. For more information on CHRP and additional Department of Justice grant program opportunities, including the Byrne JAG Program, click below:

- CHRP Letter from the Acting COPS Director
- Office of Justice Programs

- Office on Violence Against Women

To determine if your agency will be eligible to apply for CHRP funding, please click here

To learn about the Department of Justice's implementation of the Recovery Act, visit www.usdoj.gov/recovery

RECOVERY.GOV

Page Location:
Funding > Funding Opportunities > COPS Hiring Recovery Program (CHRP)
URL:
http://www.cops.usdoj.gov/Default.asp?Item=2108

COPS ONLINE Contact | COPS Home

Welcome to the COPS Hiring Recovery Program

Helpful Hints
CHRP Home
Application Guide
424 Instructions
CHRP Application (PDF)
Nonsupplanting FAQ
Retention FAQ's
Program and Financial Requirements

For guidance in the CHRP Application process, browse the links on the left-hand side before starting the application.

I understand and agree that entering my username and password serves as an electronic signature when submitting this CHRP grant application online.

When contacting the COPS Office concerning the submission of this application, please reference your agencies ORI number. Once submitted, agencies are not able to go back in and make changes to your application. If you have any questions or concerns you may contact the COPS Office Response Center at 800.421.6770 or click here to email COPS.

Your current application status is: Application not submitted. Please complete the eligibility worksheet below to start.

CHRP Eligibility Worksheet

The answers to these questions will determine your eligibility for funding under this program.

The COPS Office recommends that you review CHRP Application Guide carefully before completing the eligibility worksheet and starting your application.

If you have questions regarding your eligibility after reviewing this information, please contact the COPS Office Response Center at 1.800.421.6770 or askCopsRC@usdoj.gov

Note that if you are deemed ineligible at any point during your completion of the eligibility worksheet, the system will prevent you from accessing the remainder of the grant app

Is your law enforcement agency a start-up agency?

Start-up agencies are not eligible for funding under this program. If you select YES, the system will prevent you from completing the rest of the grant application.

○ Yes ◉ No

Is your agency applying for this grant as part of a consortium of agencies?

Agencies applying for funds as a consortium are not eligible for funding under this program. However, agencies within that consortium are encouraged to apply individually. If you select YES, the system will prevent you from completing the rest of the grant application.

○ Yes ◉ No

Is your agency a Tribal law enforcement agency?

○ Yes ◉ No

Is your agency applying for funds under this grant to contract for law enforcement services?

○ Yes ◉ No

Does the law enforcement agency have primary law enforcement authority for the population served?

Only agencies that have primary law enforcement authority are eligible to apply for funding under this grant program. An agency with primary law enforcement authority is defined as the first responder to calls for service, and has ultimate and final responsibility for the prevention, detection, and/or investigation of crime within its jurisdiction. If you select NO, the system will prevent you from completing the rest of the grant application.

◉ Yes ○ No

Is your law enforcement agency a type other than a local, state, or tribal agency (e.g., Transit, School, University/College, Public Housing, Natu

○ Yes ◉ No

Has your agency planned to retain all position(s) awarded under this grant program for at least 12 months following the conclusion of 36 month

Agencies that do not plan to retain all position(s) awarded under CHRP for at least 12 months are not eligible for funding under this grant program. If you select NO, the system will prevent you from completing the rest of the grant application.

◉ Yes ○ No

Eligible

Good news! Based on your responses and the eligibility criteria set up by the COPS Office for the CHRP grant program, your agency will be eligible to apply for CHRP funds. The COPS Office expects to open the CHRP application online by the end of March.

AI-14738 **15.A.**

Closing Documents - Hector Guerra
CC REGULAR

Date:	03/31/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Closing Documents for Lot 16 & 17 Monte Alto Heights Subdivision for the Monte Alto Collection Site Project with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue manual check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-719

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

BUDGETARY IMPACT:

Available balance is $38,000.00 as of 3-26-09.

Attachments

Link: H. Guerra

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 02:59 PM	APRV
2	Dale Kennan	Dale Kennan	03/26/2009 10:44 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/25/2009 02:12 PM	
Final Approval Date: 03/27/2009				

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number 115504	7. Loan Number	8. Mortgage Ins Case Number

C. Note: 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	E. Name & Address of Seller	F. Name & Address of Lender
The County of Hidalgo **509 E. Earling Road** **San Juan, TX 78589**	**Hector Guerra and Alicia Guerra,** **907 S. Cage Blvd.** **Pharr, TX 78577**	,

G. Property Location	H. Settlement Agent Name	
Monte Alto Heights, Lot 16, Hidalgo County **Monte Alto, TX 78538** **See Addendum**	**Valley Land Title Co.** **612 W. Nolana** **Ste. #570** **McAllen, TX 78504 Tax ID: 20-4064406**	
	Place of Settlement **Valley Land Title Co.** **217 W. Cano** **Edinburg, TX 78539**	I. Settlement Date **3/18/2009** Fund:

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$36,800.00**	401. Contract Sales Price	**$36,800.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$1,049.78**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
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		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$37,849.78**	**420. Gross Amount Due to Seller**	**$36,800.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money	**$1,000.00**	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Option fee	**$100.00**	506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes 01/01/09 thru 03/18/09	**$52.28**	511. County property taxes 01/01/09 thru 03/18/09	**$52.28**
212. Annual assessments		512. Annual assessments	
213. School property taxes 01/01/09 thru 03/18/09	**$73.00**	513. School property taxes 01/01/09 thru 03/18/09	**$73.00**
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516. 2006-08 county taxes to Armando Barrera	**$999.84**
217.		517. 2006-08 school taxes to Armando Barrera	**$1,537.28**
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$1,225.28**	**520. Total Reduction Amount Due Seller**	**$2,662.40**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$37,849.78**	601. Gross Amount due to seller (line 420)	**$36,800.00**
302. Less amounts paid by/for borrower (line 220)	**$1,225.28**	602. Less reductions in amt. due seller (line 520)	**$2,662.40**
303. Cash From Borrower	**$36,624.50**	**603. Cash To Seller**	**$34,137.60**

File No. 115504

L. Settlement Charges				
700. Total Sales/Broker's Commission based on price	**$0.00**	**@ % = $0.00**	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			**$0.00**	**$0.00**
704. The following persons, firms or	to			
705. corporation s received a portion	to			
706. of the real estate commission amount	to			
707. shown above:	to			
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 to	@ $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 @	**$0.00** per month	**$0.00**	
1002. Mortgage insurance	months @	**$0.00** per month	**$0.00**	
1003. City property taxes	months @	**$0.00** per month	**$0.00**	
1004. County property taxes	months @	**$0.00** per month	**$0.00**	
1005. Annual assessments	months @	**$0.00** per month	**$0.00**	
1006. School property taxes	months @	**$0.00** per month	**$0.00**	
1007. Water District Taxes	months @	**$0.00** per month	**$0.00**	
1008. HOA Dues	months @	**$0.00** per month	**$0.00**	
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			
1106. Notary fees	to			
1107. Attorney's fees	to **L. G. "Jerry" Canales**		**$150.00**	
(includes above items numbers:		)		
1108. Title insurance	to **Valley Land Title Co.**		**$413.00**	
(includes above items numbers:		)		
1109. Lender's coverage	**$0.00/$0.00** .			
1110. Owner's coverage	**$36,800.00/$413.00**			
1111. Escrow fee	to **Valley Land Title Co.**		**$350.00**	
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**		**$75.78**	
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed $20.00 ; Mortgage ; Rel	to Valley Land Title Co.	**$20.00**	
1202. City/county tax/stamps	Deed ; Mortgage	to		
1203. State tax/stamps	Deed ; Mortgage	to		
1204. Recording fees: AMS	to **Valley Land Title Co.**		**$16.00**	
1205. Recording fees: Lien Aff	to **Valley Land Title Co.**		**$20.00**	
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)			**$1,049.78**	

File No. 115504

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.

SUBSTUTITE 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 Hidalgo, Texas

By:_____
J. D. Salinas, III, County Judge

_____
Hector Guerra

_____
Alicia Guerra

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.

File No. 115504

Addendum to HUD Settlement Statement
Section G – Additional Tracts of Land
Monte Alto Heights, Lot 17, Hidalgo County , TX

AI-14741 **15.B.**

Closing Documents - Estate of Willard Orrin Fike aka Willard O. Fike, deceased

CC REGULAR

Date:	03/31/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Closing Documents for 55 act of land out of Lots Ten (10), Eleven (11) and Fourteen (14), Section Two Hundred Sixty (260), Texas-Mexican Railway Company's Survey for the San Carlos Drainage Improvement Project with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue manual check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-039-0-733

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

BUDGETARY IMPACT:

Available balance is $0.00 as of 3-26-09. Additional funding is pending a transfer AI-14748 in the amount of $657,141.74.

Attachments

Link: Fike, WO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/26/2009 07:07 AM	APRV
2	Dale Kennan	Dale Kennan	03/26/2009 03:31 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Sandra Garcia — Started On: 03/25/2009 02:56 PM

Final Approval Date: 03/27/2009

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ¨ FHA 2. ¨ FmHA 3. ¨ Conv Unins 4. ¨ VA 5. ¨ Conv Ins. 6. ¨ Seller Finance	6. File Number **042612**	7. Loan Number	8. Mortgage Ins Case Number

C. Note: 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	E. Name & Address of Seller	F. Name & Address of Lender
County of Hidalgo **100 E Cano, 2nd Floor** **Edinburg, TX 78539**	**Estate of Willard Orrin Fike, a/k/a Willard O. Fike, Deceased**	

G. Property Location	H. Settlement Agent Name	
TEX MEX, Block 260, Lot 10, 55 acres out of said lots, Hidalgo County, TX **See Addendum**	**LandtitleUSA, Inc.** **315 E. McIntyre** **Edinburg, TX 78541 Tax ID: 74-2522008** Place of Settlement **LandtitleUSA, Inc.** **315 East McIntyre** **Edinburg, TX 78541**	I. Settlement Date **3/23/2009** Fund:

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$657,163.00**	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$410.00**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
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. Irrigation District tax 03/23/09 to 10/31/09	**$830.10**	410. Irrigation District tax 03/23/09 to 10/31/09	
111. H owners assoan dues		411. H owners assoan dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$658,403.10**	**420. Gross Amount Due to Seller**	
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money	**$1,000.00**	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Commitment fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Option Fee	**$100.00**	506. Option Fee	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes 01/01/09 to 03/23/09	**$161.36**	511. County property taxes 01/01/09 to 03/23/09	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Irrigation District tax		514. Irrigation District tax	
215. H owners assoan dues		515. H owners assoan dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$1,261.36**	**520. Total Reduction Amount Due Seller**	
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$658,403.10**	601. Gross Amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	**$1,261.36**	602. Less reductions in amt. due seller (line 520)	
303. Cash From Borrower	**$657,141.74**	**603. Cash To Seller**	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
• Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.
The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.
The information requested does not lend itself to confidentiality.

L. Settlement Charges			
700. Total Sales/Broker's Commission based on price	**@ % =**	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703.			
704. The following persons, firms or	to		
705. corporations received a portion	to		
706. of the real estate commission	to		
707. amount shown above:	to		
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 Ins Application	to		
807. Assumption Fee	to		
808. Flood Certification Fee	to		
900. Items Required by Lender To Be Paid in Advance			
901. Interest from to	@ /day		
902. Mortgage Ins Premium for months	to		
903. Hazard Ins 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 @ per month		
1005. Annual assessments	months @ per month		
1006. School property taxes	months @ per month		
1007. Irrigation District tax	months @ per month		
1008. H owners assoan 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		
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:)			
1108. Title insurance	to **LandtitleUSA, Inc.**		
(includes above items numbers:)			
1109. Lender's coverage	**$0.00/$0.00** .		
1110. Owner's coverage	**$657,163.00/$3,818.00**		
1111. Escrow fee	to **LandtitleUSA, Inc.**	**$350.00**	
1112. State of Texas Policy Guaranty Fee	to **LandtitleUSA, Inc. Gty Fee Esc Acct**	**$0.00**	
1200. Government Recording and Transfer Charges			
1201. Recording Fees	Deed **$32.00** ; Mortgage ; Rel to **LandtitleUSA, Inc.**	**$32.00**	
1202. City/county tax/stamps	Deed ; Mortgage to		
1203. State tax/stamps	Deed ; Mortgage to		
1204. Tax certificates	to		
1205. Deed Recording Fee	to **LandtitleUSA, Inc.**	**$28.00**	
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Tax Service	to **The Tax Service Company**		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		**$410.00**	

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.

County of Hidalgo, Texas

By: _____
Name: _____
Title: _____

Estate of Willard Orrin Fike, a/k/a Willard O. Fike, Deceased

_____
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.

Seller's Taxpayer Identification Number Solicitation and Certification

You are required by law to provide the Settlement Agent named above with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. **Under Penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.**

_____ _____
Seller's Signature Date

Addendum to HUD Settlement Statement

Section G – Additional Tracts of Land

TEX MEX, Block 260, Lot 11, Hidalgo County

, TX

TEX MEX, Block 260, Lot 14, Hidalgo County

, TX

AI-14722 **16.A.**

Request to make Change Fund transfer from Mission substation to Edinburg main office

CC REGULAR

Date:	03/31/2009
Submitted By:	Delia Rodriguez, COUNTY CLERK
Submitted For:	Annette Muniz
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

In accordance with Texas Local Government Code Section 130.902, the County Clerk's Office is requesting approval from Commissioners' Court and County Auditor, to use $100.00 change fund, originally designated for the use in the Mission Closed Substation to be transferred to the change fund used at the Edinburg Main Office. The requested funds will be used for two additional cash boxes that will meet the increased work flow.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-152-03-000-XXX-0-000

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

BUDGETARY IMPACT:

Change fund monies for the Mission substation are currently in acct #9-1100-152-03-000-456-0-000 "Advance to Co. Clerk-Mission Change Fund"; available balance as of 3-25-09 $100.00.

Auditor's office-Accounting division will need to prepare a JE to recognize the transfer of change fund monies from the Mission substation to the Edinburg main office and transfer monies into acct #9-1100-152-03-000-425-0-000 "Advance to Co. Clerk-Change Fund", pending approval of this agenda item.

Attachments

Link: Change Fund transfer request letter

Link: LGC 130.902 Change Fund Statute

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 10:03 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/27/2009 06:32 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Delia Rodriguez

Started On: 03/25/2009 09:39 AM

Final Approval Date: 03/27/2009

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

March 25, 2009

SUBJECT: Transfer of Change Fund

Department Head: Arturo Guajardo, Jr.

Department Name: Hidalgo County Clerk's Office

Honorable Commissioners' Court of Hidalgo County:

The Hidalgo County Clerk's Office is requesting permission to use the $100.00 change fund, originally designated for the use in the Mission Substation to be transferred to the change fund used at the Court House. The change fund will be used for two additional cash boxes needed at the main office.

DEPARTMENT HEAD SIGNATURE:

APPPROVED COMMISSIONERS' COURT: *DATE:* *ATTEST COUNTY CLERK:*

_____ ___/___/____ _____

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

LOCAL GOVERNMENT CODE

TITLE 4. FINANCES

SUBTITLE B. COUNTY FINANCES

CHAPTER 130. MISCELLANEOUS FINANCIAL PROVISIONS AFFECTING COUNTIES

SUBCHAPTER Z. OTHER MISCELLANEOUS PROVISIONS

Sec. 130.902. ***CHANGE*** ***FUND*** IN COUNTIES. (a) The commissioners court of a county may set aside from the general ***fund*** of the county an amount approved by the county auditor for use as a ***change*** ***fund*** by any county or district official who collects public ***funds***. The ***fund*** may be used only to make ***change*** in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official.

(b) The bond of that official who receives such a ***change*** ***fund*** must cover the official's responsibility for the correct accounting and disposition of the ***change*** ***fund***.

(c) A ***change*** ***fund*** may not be used to make loans or advances or to ***cash*** checks or warrants of any kind.

(d) On the recommendation of the county auditor, the commissioners court may increase or decrease the ***change*** ***fund*** at any time.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Renumbered from Sec. 130.002 by Acts 1989, 71st Leg., ch. 1, Sec. 23(a)(1), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 727, Sec. 1, eff. Aug. 28, 1989.

AI-14772 **17.A.**

Resolution - Hidalgo Lady Pirates

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Approval of Resolution honoring the Hidalgo Lady Pirates

BACKGROUND

Fiscal Impact

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/26/2009 02:43 PM	APRV
2	Dale Kennan	Dale Kennan	03/27/2009 08:07 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW
Form Started By: Monica Badillo			Started On: 03/26/2009 02:15 PM	
Final Approval Date: 03/27/2009				

RESOLUTION

A RESOLUTION HONORING THE 2008-2009 HIDALGO HIGHSCHOOL GIRLS BASKETBALL TEAM "LADY PIRATES" FOR THE DISTINGUISHED ACCOMPLISHMENT OF REACHING THE DIVISION 3A STATE BASKETBALL FINALS

WHEREAS, the Lady Pirates Basketball Team is a Division 3A team playing under the State of Texas University Interscholastic League system in the All American City of Hidalgo Texas, and

WHEREAS, the 2009 Lady Pirates Basketball Team completed their season at 37 – 3 with their only losses coming to schools from out of the Rio Grande Valley, Cedar Park, Corpus Christi King and Argyle. Their District Record was a perfect 14-0 while at the same time posting their 5th "back to back" district championships, and

WHEREAS, the 2009 Lady Pirates Basketball Team is the only basketball team in the modern era, from the Rio Grande Valley, to have played for the State Title, and

WHEREAS, the Lady Pirates played valiantly, coming back from a 10 point halftime deficit to tie the game at 37 during the opening two minutes of the fourth quarter before being eliminated for the state title by Argyle 58-43 at the Frank Erwin Center in Austin, Texas, and

WHEREAS, the squad members included Maria Perales, Jessica Olvera, Stephanie Serna, Nicolette Gonzalez, Daisy Pitones, Nashae Owens, Jessica Castillo, Mariana Martinez, Edna Duran, Alexis Frias, Victoria Gonzalez, Brenda Reyes, Nelly Flores, and Bianca Martinez, and

WHEREAS, Coach Monica Rodriguez' dedicated staff included Assistant Coaches, Arnold Martinez, David Castillo, Brett Southerst, and Chris Rodriguez, and

WHEREAS, Victoria Gonzalez, Senior, was named the District 32-3A Most Valuable Player and The Monitor's All Valley - Most Valuable Player as well as the becoming a member of the TABC All Region and All State Team wherein she will be playing on the TABC All Star team in May 2009. She was also named TGCA All State player and was selected to play on the TGCA All Star Team which will be competing in July 2009, and

WHEREAS, Nashae Owens, Sophomore, was named the District 32-3A Defensive Player of the Year, the TABC All Region and All State Player as well as a member of the TGCA All State Player, and

WHEREAS, Jessica Olvera, Junior, was named the 32-3A 1st Team, Maria Perales, Junior, District 32-3A 2nd Team, Stephanie Serna, Junior, District 32-3A 2nd Team, Nelly Flores, Freshman, District 32-3A Honorable Mention and Jessica Castillo, Sophomore, District 32-3A Honorable Mention, and

WHEREAS, Coach Monica Rodriguez was named the District 32-3A Coach of The Year and The Monitor's All Valley Coach Of The Year, and

WHEREAS, the Hidalgo Lady Pirates were ranked 3rd in the State of Texas in the TGCA Poll, ranked 4th in the State of Texas in the TABC poll. Their passion and their uncontested will to succeed is best achieved trough committed teamwork, unwavering courage and their adopted principle - ***ALL OUT…ALL GAME…ALL SEASON*****,** and

NOW, THEREFORE BE IT PROCLAIMED, that the Hidalgo County Commissioners Court hereby recognizes the 2008-2009 Hidalgo Lady Pirates for their achievement in sports history in the Rio Grande Valley.

_____
JUAN D. SALINAS III
County Judge

_____	_____
SYLVIA S. HANDY	HECTOR "TITO" PALACIOS
County Commissioner, Pct. 1	County Commissioner, Pct. 2
_____	_____
JOE M. FLORES	OSCAR GARZA, JR.
County Commissioner, Pct. 3	County Commissioner, Pct. 4

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-14773 **17.B.**

Acceptance of Donation-Turbine

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Pct. #2
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Discussion and Possible Action Regarding the donation of an energy generating wind turbine to Hidalgo County Precinct 2 by the Texas A&M University Systems in conjunction with the Texas Engineering Experiment Station (TEES), the Texas State Energy Conservation Office (SECO) and the Science Academy of South Texas

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1100-466-00-122-082-0-739

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

BUDGETARY IMPACT:

County is to receive the donation of a wind turbine for the South Tower Park. This donation requires the County to "install the concrete pads for the turbine and install a safety fence around the site." The fair market value of the donated turbine is approx. $1,500.00 each. The quote/estimate for the concrete pads and the quote/estimate for the safety fencing were not included as part of the backup at this time. As per Humberto G. (at Precinct 2) this information will be provided in commissioner's court.

Available balance is $45,248.12 as of 3/27/09.

Attachments

Link: letter

Link: schematics

Link: email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/26/2009 02:44 PM	APRV
2	Dale Kennan	Dale Kennan	03/27/2009 01:52 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Monica Badillo — Started On: 03/26/2009 02:19 PM

Final Approval Date: 03/27/2009

TEXAS ENGINEERING
EXPERIMENT STATION
Texas Center for Applied Technology

January 9, 2009

Commissioner Hector “Tito” Palacios
Precinct 2
Hidalgo County, Texas
301 E. State St.
Pharr, TX 78577

Dear Commissioner Palacios,

This letter is the official proposal from the Texas Engineering Experiment Station (TEES) and the Texas State Energy Conservation Office (SECO) to allow siting of an axial flow wind turbine built by students at the Science Academy of South Texas at the Hidalgo County South Tower CRC Park on South Tower Road in Alamo, TX. As you know, SECO has funded TEES to provide a hands-on engineering project experience for high school engineering magnet program students that is developing plans for a wind turbine to be used by colonia residents to provide nighttime controllable lighting for those dwellings that are not grid connected. The plans will be translated to Spanish and will be available for distribution to local residents. To validate their plans, the Science Academy is building two turbines. The first will be on the campus and the students would like to place the second turbine in a location that is visible to the community and easily accessible for display to the public. In our discussions with County Administrator Mr. Humberto Garza, we have identified that a location that meets these requirements at the S. Tower CRC Park currently under construction. This letter summarizes the location and makes a formal recommendation for the Commission’s action.

The location desired is in the center of the park (Location 1 on the attached diagram). This location has excellent wind exposure and will allow the turbine to power the lighting of the planned pavilion to the north of the location. We are also asking that the County donate and install the concrete pads for the turbine and install a safety fence around the site. The details have been provided to Mr. Garza, Mr. Ramiro Gutierrez (your consulting engineer on this S. Tower project) and Mr. Tommy Canulo, the representative of VA Architecture for the project.

We are scheduled to install the turbines on Friday and Saturday April 3rd and April 4th, 2009 with the S. Tower installation on Saturday the 4th. We look forward to hearing from you. If you have any questions, please feel free to contact me at 210-385-1008 or d-schneider@tamu.edu.

Sincerely,

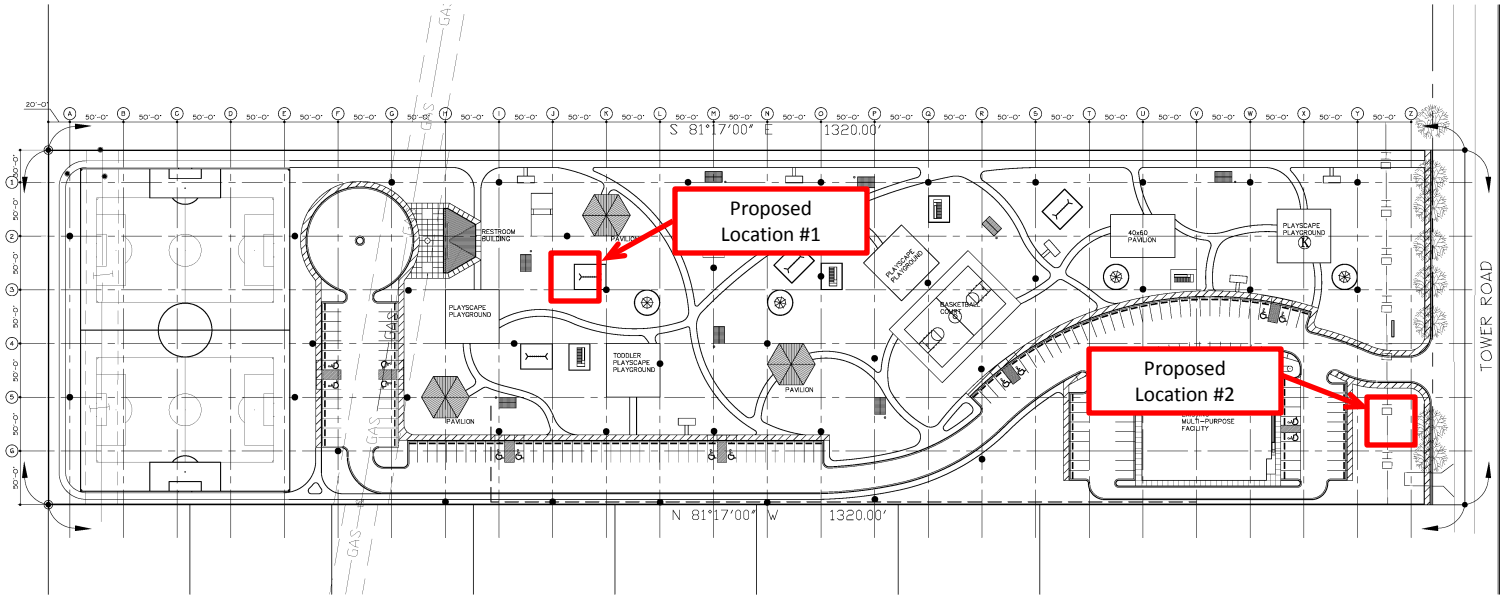


Dean L. Schneider, Ph.D., PE
Assistant Director, San Antonio Operations
Texas Engineering Experiment Station
The Texas A&M University System

Attachment: Proposed Location Diagram and Concrete Specifications

Mailing and Delivery Address
9350 S. Presa
San Antonio, Texas 78223

http://tcat.tamu.edu
Tel. 210-633-2427
Fax. 210-633-2923



A MASTER SITE PLAN
SCALE: N.T.S.
WIND TURBINE PLAN

NORTH

● – SOLAR POWERED LIGHTS AND SOCCER FIELD LIGHTS

© all rights reserved
Date: 12-22-08

JOB NO. 07-10244
DATE 10-24-08
REVISIONS
DRAWN BY

These drawings and specifications are and shall remain the property of V.A. Architecture and are not to be used, reproduced or altered in any form whatsoever without prior written approval and with appropriate compensation to
V.A. Architecture

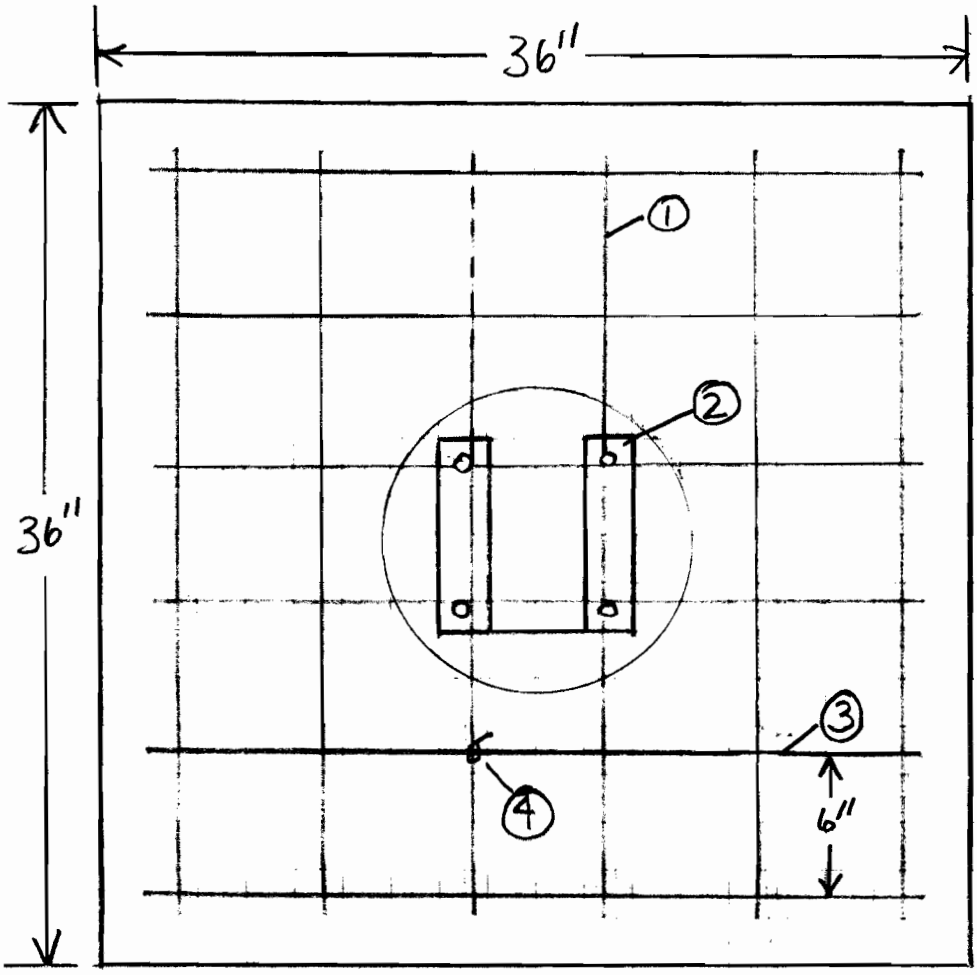
SOUTH TOWER CRC/PARK
PENDING CONSTRUCTION ITEMS
FOR
HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

V·A Architecture
Vargas & Associates 2029 Industrial Drive McAllen, Texas 78504 (956) 631-2242

SHEET OF

PRELIMINARY NOT FOR CONSTRUCTION 12-22-08

ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS



Notes:

① Use #3 rebar in slab

② Place mounting pedastel approx. in slab center.

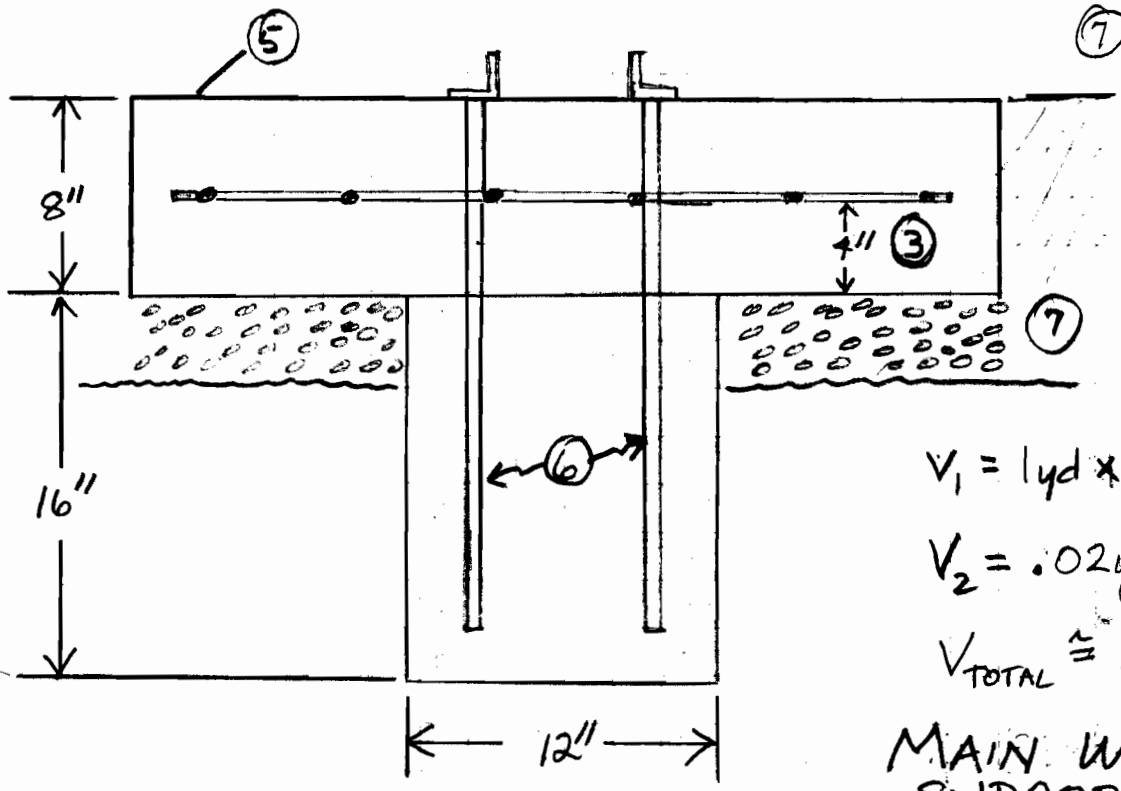
③ #3 rebar approx. 6" on center and 4" from bottom of slab

④ Wire tie rebar at all cross locations (typical)

⑤ Broom finish

⑥ Existing rebar on mounting pedastel

⑦ Approximately 4" crushed rock; compacted.

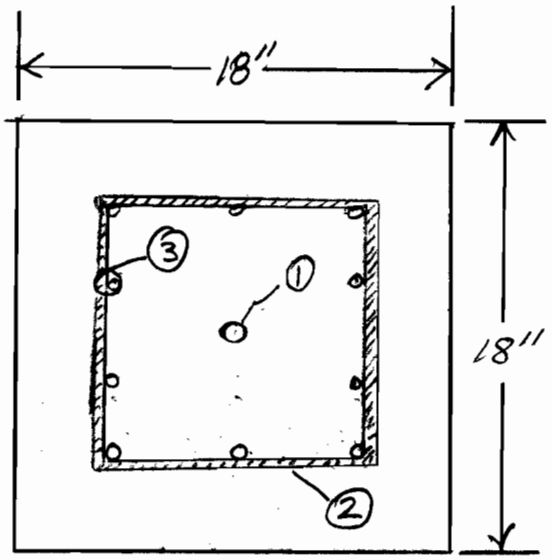


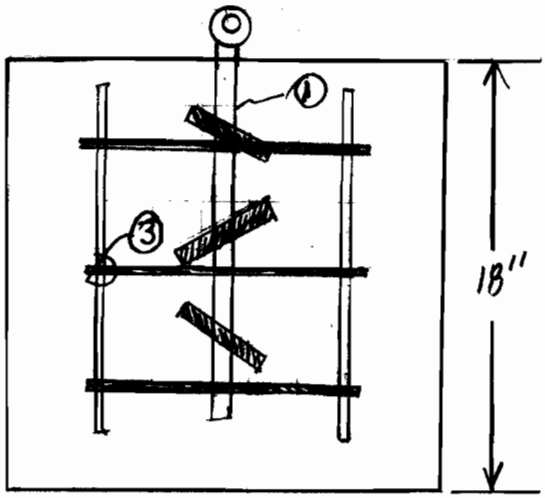
$V_1 = 1yd \times 1yd \times .22yd = .22yd^3$ ✓

$V_2 = .02yd^3$ ✓

$V_{TOTAL} \cong .25\ yd^3$

MAIN WIND TURBINE SUPPORT PAD





Note: Some vertical rebar not shown for clarity of guy wire anchor.

① Prefabricated guy anchor set in concrete center.

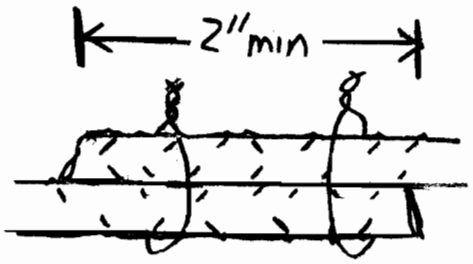
② Rebar "cage" using #3 rebar; overlap on exterior minimum 2"; stagger overlapping joints. SEE Detail A

③ Wire tie all rebar at cross locations

④ Actual rebar quantities 10 @ 14" for vertical and 3 @ 48" for horizontal.

$V = .5 \times .5 \times .5 = .125\ yd^3$

@ 3 each $V_{TOTAL} = .375\ yd^3$



Detail A
Horizontal Rebar Overlap

GUY WIRE ANCHOR BLOCKS

PRELIMINARY NOT FOR CONSTRUCTION 12-22-08

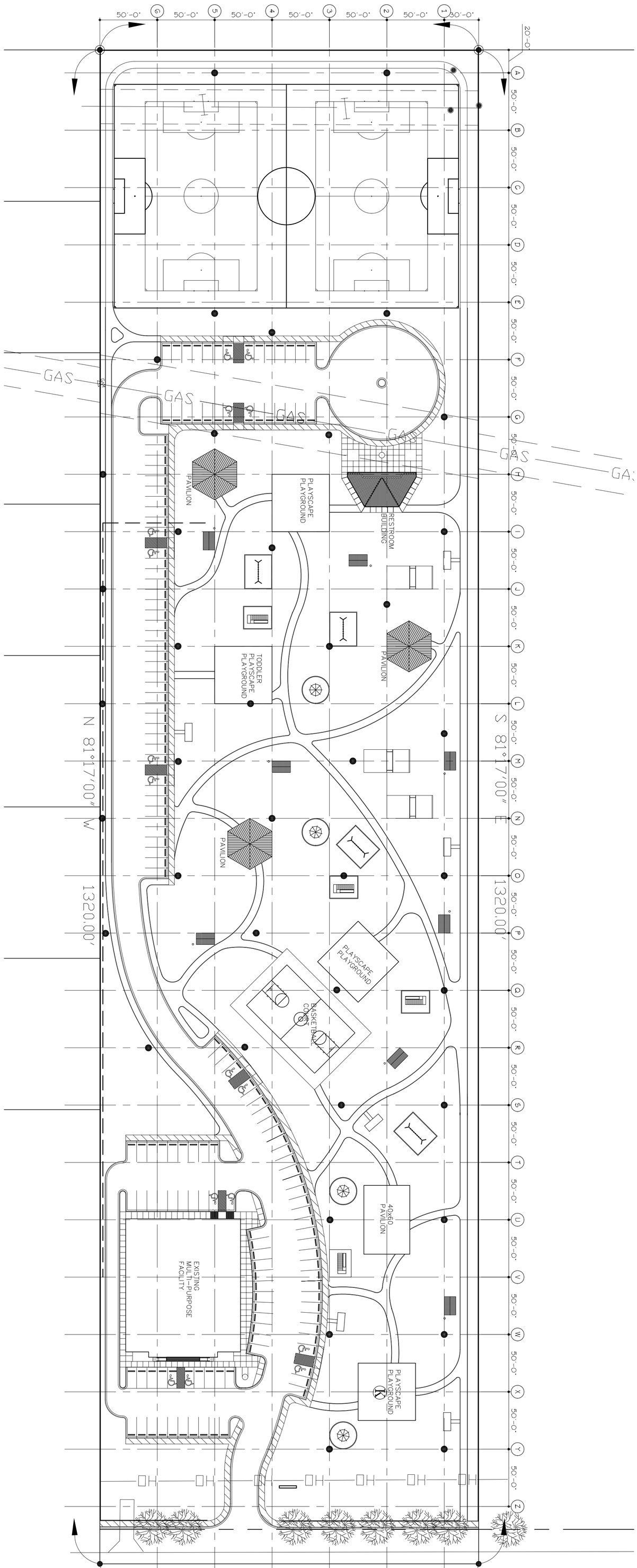
ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS

A MASTER SITE PLAN

SCALE: N.T.S.

WIND TURBINE PLAN

NORTH



- SOLAR POWERED LIGHTS AND SOCCER FIELD LIGHTS

© All rights reserved.
Date: 10-29-08

SHEET

OF

V·A Architecture

Vargas & Associates 2029 Industrial Drive McAllen, Texas 78504 (956) 631-2242

SOUTH TOWER CRC/PARK
PENDING CONSTRUCTION ITEMS

FOR

HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

These drawings and specifications are and shall remain the property of V·A Architecture They may not be reused, reproduced or altered in any way, shape or form without prior written approval and with appropriate compensation

to

V·A Architecture

JOB NO. 07-1004A
DATE 10-29-08
REVISIONS
DRAWN BY

Monica Badillo

From: Humberto Garza [humberto.garza@co.hidalgo.tx.us]
Sent: Friday, March 27, 2009 5:22 PM
To: Monica Badillo
Cc: yoli.cisneros@co.hidalgo.tx.us; 'charlie'
Subject: FW: Fair Market Value

Dean,

Thank you so much for your courteous and prompt response.

Humberto Garza



Chief Administrator
Hidalgo County Pct. 2
301 E. State Street
Pharr, Tx 78577
(956) 787-1891 office ext. 2021
(956) 787-4683 facsimile
(956) 451-4208 mobile phone

From: Dean Schneider [mailto:d-schneider@tamu.edu]
Sent: Friday, March 27, 2009 5:15 PM
To: Humberto Garza
Cc: Coalson, Dale; Aranda, Michael; Renee Berry; Moreno, Zeniff; Trevino, Laura
Subject: RE: Fair Market Value

Dear Humberto,

The value of the materials to build the turbine are valued at about $1500.

Just to let you know as well, the students have requested that we move the installation date from the 4th of April to Saturday the 25th of April since they are still working to get some of their metal work completed. I am in Mercedes this weekend to assist them in getting the system ready. I will be able to give you some idea of when they will have the anchors to you for the base and anchor pads next week. Please let me know if you have any questions.

Dean

From: Humberto Garza [mailto:humberto.garza@co.hidalgo.tx.us]
Sent: Friday, March 27, 2009 2:26 PM
To: Dean Schneider
Cc: Monica Badillo; yoli.cisneros@co.hidalgo.tx.us; 'charlie'

Subject: Fair Market Value

Dean,

One last minute detail before Commissioners' Court next Tuesday….What is the Fair Market Value of the wind turbine?

Please review and advise.

Humberto Garza



Chief Administrator
Hidalgo County Pct. 2
301 E. State Street
Pharr, Tx 78577
(956) 787-1891 office ext. 2021
(956) 787-4683 facsimile
(956) 451-4208 mobile phone

AI-14748 **18.A.1.**

Interdept Transfer - Pct. #4 Drainage Improvement Project for C.O., 2009 (1339)

CC REGULAR

Date:	03/31/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O., 2009 Series (1339)
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 - Drainage Improvement Project Pct. #4 - from (program 036) Other to (program 039) Fike Pond - Land in the amount of $657,141.74 to fund land acquisition.

BACKGROUND

This transfer is to cover agenda item AI-14741 under Right of Way Dept.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

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

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-039-0-719 $657,141.74 Fike Pond
Available balance as of 3/27/09 $5,447,882.58

Interdepartmental transfer to cover the purchase of a tract of Land from Estate of Willard Orrin Fike.
55 Acres out of Lots 10,11, and 14 (Closing documents AI#14741 CC 3/31/09)

Attachments

Link: Interdept transfer (1339)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/26/2009 07:10 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/27/2009 01:04 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Jr. Munoz — Started On: 03/25/2009 03:43 PM

Final Approval Date: 03/27/2009

DATE: March 25, 2009

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

2009
Transfer
AI# - 14748

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(657,141.74)**
To:		
9-1339-431-00-124-039-0-719	**CO2009 Pct4 Drain Improv. Fike Pond - Land**	**$657,141.74**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover the purchase of 55 tract of land out of lots ten (10), eleven (11) and fourteen (14), section two hundred sixty (260), Texas-Mexican Railway Company's Survey for the San Carlos Drainage Improvement Projects (Fike Pond).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-14735 **18.A.2.**

2009 Interdepartmental Transfer for BCAP-Pct. No. 1

CC REGULAR

Date:	03/31/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #1 BCAP (1311):
Approval of 2009 interdepartmental transfer for the Pct. 1 BCAP from RC Babb #1 and RC Babb #2, program no's 575 and 576, respectively, to various programs in the total amount of $9,000.00 to fund indirect costs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-121-XXX-X-XXX

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

BUDGETARY IMPACT:

from program no. 575 & 576 to program #'s 071, 103, 105, 230, 244, 245, & 865 in the amount of $9,000.00; funding available for transfer as of 3-26-09.

Attachments

Link: Pct. 1 BCAP interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan	Dale Kennan	03/26/2009 10:24 AM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 12:16 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/26/2009 12:34 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Marcie Jackson — Started On: 03/25/2009 01:45 PM

Final Approval Date: 03/27/2009

DATE: March 25, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 1 (1311)

ACCOUNT NUMBER: 9-1311-431-00-121-XXX-X-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1311-431-00-121-575-0-339	PCT 1- RC BABB #1-OTHER PROF SRV	$ (184.50)
9-1311-431-00-121-575-0-734	PCT 1- RC BABB #1-SUBDIVISION STREETS	$ (5,732.19)
9-1311-431-00-121-576-0-339	PCT 1- RC BABB #2-OTHER PROF SERV	$ (840.66)
9-1311-431-00-121-576-0-734	PCT 1- RC BABB #2-SUBDIVISION STREETS	$ (2,242.65)
9-1311-431-00-121-071-1-312	PCT 1-BARBOSA LOPEZ #1-INDIRECT COST	$ 1,000.00
9-1311-431-00-121-103-1-312	PCT 1-BERNAL HEIGHTS #1-INDIRECT COST	$ 1,000.00
9-1311-431-00-121-105-1-312	PCT 1-BERNAL-INDIRECT COST	$ 1,000.00
9-1311-431-00-121-230-1-312	PCT 1-DIMAS #3-INDIRECT COST	$ 2,000.00
9-1311-431-00-121-244-0-312	PCT 1-EL MESQUITE-INDIRECT COST	$ 2,000.00
9-1311-431-00-121-245-1-312	PCT 1-EL MONTE-INDIRECT COST	$ 1,000.00
9-1311-431-00-121-865-1-312	PCT 1-DIMAS #1-INDIRECT COST	$ 1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer is to fund salary of BCAP Precinct 1 Coordinator.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14746 **18.A.3.**

Transfers for Drainage Projects

CC REGULAR

Date:	03/31/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

C.O. 2009 Pct. #2 Drain Improvement Project (1339)
Approval of 2009 interdepartmental transfer within Certificate of Obligation series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into L.J. Drainage Project (program 038) in the amount of $20,000.00 for ROW (711) & $20,000.00 Drain Ditches (733) and into Cesar Chavez Drainage Project (program 039) in the amount of $20,000.00 for ROW (711) & $20,000.00 Drain Ditches (733).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-03X-0-XXX

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

BUDGETARY IMPACT:

From 9-1339-431-00-12-034-0-890 into 9-1339-431-00-122-038-0-711 & 733 in the amounts of $20,000.00 (each) and also into 9-1339-431-00-122-039-0-711 & 733 in the amounts of $20,000.00 (each). Funding available for transfer as of 3/27/09.

Attachments

Link: Interdpt.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/26/2009 07:09 AM	APRV
2	Dale Kennan	Dale Kennan	03/27/2009 08:03 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 03/25/2009 03:39 PM

Final Approval Date: 03/27/2009

DATE: March 25, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement (1339)

ACCOUNT NUMBER: 9-1339-431-00-122-03X-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(80,000.00)
9-1339-431-00-122-038-0-711	CO2009 PCT2 LJ DRAIN (S OF OWASSA)-ROW	$20,000.00
9-1339-431-00-122-039-0-711	CO2009 PCT2 CESAR CHAVEZ-1M E TOWER-ROW	$20,000.00
9-1339-431-00-122-038-0-733	CO2009 PCT2 LJ DRAIN (S OF OWASSA)-DRAIN	$20,000.00
9-1339-431-00-122-039-0-733	CO2009 PCT2 CESAR CHAVEZ-1M E TOWER-DRAIN	$20,000.00
TOTAL BUDGET INCREASE (DECREASE)		

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER to LJ Drainage Project and Cesar Chavez Drainage Project to cover Work Authorization approved on CC Agenda Meeting on 03/24/2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14796 **18.A.4.**

2009 Interdepartmental Transfer for Dimas #1 and El Monte Subdivision Pct. No. 1

CC REGULAR

Date:	03/31/2009		
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM		
Submitted For:	Agapito Vargas		
Department:	COLONIA ACCESS PROGRAM		
Agenda Category:	Budget and Management	**Purchasing only:**	Interdepartmental Transfers

Information

CAPTION

Pct. 1 BCAP (1311):
Approval of 2009 interdepartmental transfer from RoseDale Heights, program no. 631, to El Monte and Dimas #1, program no's 245 and 865, respectively in the amount of $10,847.62 to fund road & drainage improvement expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-121-XXX-X-XXX

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

BUDGETARY IMPACT:

Approval of 2009 interdepartmental transfer from RoseDale Heights, program no. 631, to El Monte and Dimas #1, program no's 245 and 185, respectively in the amount of $10,847.62 to fund drainage improvement related expenditures.

Attachments

Link: Dimas #1 & El Monte transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	03/27/2009 03:48 PM	APRV
2	Budget & Management	Ivan Cantu	03/27/2009 03:50 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/27/2009 03:51 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Marcie Jackson Started On: 03/27/2009 03:25 PM

Final Approval Date: 03/27/2009

DATE: March 25, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 1 (1311)

ACCOUNT NUMBER: 9-1311-431-00-121-XXX-X-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1311-431-00-121-631-0-733	PCT 1-ROSEDALE HEIGHTS-DRAINAGE DITCHES	$ (9,313.60)
9-1311-431-00-121-631-0-734	PCT 1-ROSEDALE HEIGHTS-SUBDIVISION STREETS	$ (1,534.02)
9-1311-431-00-121-245-1-733	PCT1-EL MONTE-DRAINAGE DITCHES	$ 374.00
9-1311-431-00-121-245-1-734	PCT1-EL MONTE-SUBDIVISION STREETS	$ 10,420.88
9-1311-431-00-121-865-1-733	PCT 1-DIMAS #1-DRAINAGE DITCHES	$ 52.74
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer is to fund future cost in order to complete project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14792 **18.A.5.**

Interdepartmental Transfer

CC REGULAR

Date:	03/31/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. No. 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Constable Pct. No. 4 (1100):
Approval of 2009 interdepartmental transfer from Co Wide Contingency to Constable Precinct No. 4 in the amount of $12,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-421-00-294-001-0-605,342, and 667 in the amounts of $10,000.00, $2,000.00, and $500.00 respectively
Available funding as of 03/27/2009.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/27/2009 02:56 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/27/2009 03:06 PM	APRV
3	Auditor's Office	Angela Garcia	03/27/2009 03:13 PM	APRV
4	Veronica Lopez	Veronica Lopez	03/27/2009 03:17 PM	APRV
5	Purchasing Department		03/27/2009 04:17 PM	NEW

Form Started By: Rosie Cantu Started On: 03/27/2009 01:43 PM

Final Approval Date: 03/27/2009

DATE: March 27, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Precinct No. 4

ACCOUNT NUMBER: 9-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Rosie Cantu **PHONE:** (956) 292-7025 Ext. 508

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(12,500.00)
TO			
9-1100-421-00-294-001-0- 605	CONSTABLE PCT.4-	CLOTHING & UNIFORMS	10,000.00
9-1100-421-00-294-001-0- 342	CONSTABLE PCT.4-	INFORMATION & CREDIT SRV	2,000.00
9-1100-421-00-294-001-0- 667	CONSTABLE PCT.4-	MINOR SOFTWARE	500.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **TO FUND ANTICIPATED EXPENDITURES FOR UNIFORMS, LEXIS NEXIS SERVICES AND REPORT WRITING SOFTWARE.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-14764 **18.B.1.**

Appropriation - Pct# 4 R&B to purchase Tandem Trucks
CC REGULAR

Date:	03/31/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Pct. #4 R&B (1204):
Approval of 2009 appropriation of funds for Precinct #4 - R&B in the amount of $290,000.00 to cover the purchase of three (3) new 2009 Tandem Dump Trucks.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-741

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

BUDGETARY IMPACT:

2009 appropriation of funds in the amount of $290,000.00. Funds available for appropriation as of 3/26/09.

Attachments

Link: Pct. #4 2009 Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/26/2009 12:16 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/27/2009 08:11 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW
Form Started By: Jr. Munoz			Started On: 03/26/2009 09:35 AM	
Final Approval Date: 03/27/2009				

DATE: March 30, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

2009
Appropriation
AI - 14764

DEPARTMENT NAME: Pct. #4 R&B

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

Contact Person: Rumaldo Munoz **Ph#** (956) 383-3112 ext. 4002

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1204-431-00-124-007-0-741	Vehicles	290,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**290,000.00**

REASON: To cover the purchase of one (3) new 2009 Tandem Dump Trucks.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14731 **18.B.2.**

Appropriation - Pct#4 Parks (1214) - to purchase one dump truck
CC REGULAR

Date:	03/31/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Pct. #4 Parks (1214):
Approval of 2009 appropriation of funds for Precinct #4 - Parks (1214) in the amount of $70,600.00 to cover the purchase of one (1) new 2009 dump truck and to cover wireless devices expenses for 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1214-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

2009 appropriation of funds in the amount of $70,600.00 Funds available for appropriation as of 3/27/09.
Object Code 532--> $ 600.00
Object Code 741--> $70,000.00

Attachments

Link: Pct 4 parks Appropriations (1214)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 01:54 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/27/2009 08:49 AM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Jr. Munoz — Started On: 03/25/2009 01:30 PM

Final Approval Date: 03/27/2009

DATE: March 30, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

2009
Appropriation
AI# - 14731

DEPARTMENT NAME: Pct. #4 Parks

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

Contact Person: Rumaldo Munoz **Ph#** (956) 383-3112 ext. 4002

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1214-452-00-124-009-0-532	Wireless Devices	600.00
9-1214-452-00-124-009-0-741	Vehicles	70,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**70,600.00**

REASON: To cover the purchase of one (1) new 2009 Dump Truck and to cover wireless devices expenses for 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14783 **18.B.3.**

2008 Appropriation for Hurricane Dolly emergency expenditures
CC REGULAR

Date:	03/31/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Department of Budget & Management (1100)
1. Approval and authorization to appropriate $8,257,817.62 from the General Fund unreserved fund balance as per Texas Local Government Code section 111.070 and in accordance with the Declaration of Emergency approved by Commissioners Court on July 28, 2008 (item 14. A.7.) to address emergency expenditures related to Hurricane "Dolly" for the year 2008.

BACKGROUND

This appropriation will facilitate the close out for the year 2008.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-072-0-350

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

BUDGETARY IMPACT:

2008 appropriation of funds to address emergency expenditures for Hurricane Dolly. Funds available in the G/F unreserved fund balance.

Additional funds pending line item transfer refer to AI #14784 to cover negative balance for Contractual Services.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/27/2009 08:14 AM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 08:23 AM	APRV
3	Rey Salazar	Rey Salazar	03/27/2009 01:13 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Ivan Cantu Started On: 03/27/2009 07:02 AM

DATE: March 27, 2009

2008
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Hurricane Dolly

ACCOUNT NUMBER: 8-1100-415-00-115-072-0-350

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-415-00-115-072-0-350	Hurricane Dolly-	Contractual Services	8,257,817.62
		TOTAL BUDGET INCREASE (DECREASE)	**8,257,817.62**

REASON: Appropriation of funds to address emergency expenditures for 2008 related to Hurricane Dolly. This will facilitate the close out for the year 2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-14787 **18.B.**

2009 Appropriations of Funds - Additional Work for Retrofit to Mechanic Shop Project
CC REGULAR

Date: 03/31/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

CO's 2006 B&G-Elections (1336):
Approval of 2009 appropriation of Certificates of Obligation, Series 2006 funds to Buildings and Grounds - Elections Building in the amount of $52,923.91 for the Mechanic Shop Retrofit Project.

BACKGROUND

To fund Occupancy requirements, Fiber Optic installation, and Fire & Safety Alarm System. Project# 08-300

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-414-00-220-035-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation from 1336 fund balance.

Available balance as of 03/27/09. Appropriation will provide funds necessary for AI-14736, pending CC approval (03/31/09).

Attachments

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/27/2009 12:55 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/27/2009 03:09 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Rolando Garcia — Started On: 03/27/2009 12:26 PM

Final Approval Date: 03/27/2009

4.

DATE: March 27, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for CO's 2006 - B&G Elections-Bldg Add & Renov

AI-14787

ACCOUNT NUMBER: 9-1336-414-00-220-035-0-452

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1336-414-00-220-035-0-452	C.O.,2006-B&G-ELECTIONS-BLDG ADD & RENOV	$ 52,923.91
	TOTAL BUDGET INCREASE (DECREASE)	**52,923.91**

REASON:
Appropriation of funds for Occupancy Requirements, Fire Alarm, and Fiber Optic Install to the Retrofit Mechanic Shop project for use by Elections Department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14692 **18.C.1.**

Request to create and delete positions for Parks and R&B.

CC REGULAR

Date:	03/31/2009
Submitted By:	Janie Alejos, COMM. PCT. #4
Submitted For:	Janie Alejos
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

A. Pct. #4 Parks (1214):
1. Approval to create three (3) regular full-time Park Maintenance I positions, slots no.'s 008, 009 & 010 each budgeted at $22,345 per year.
2. Approval of Parks revised salary schedule.

B. Pct. #4 R&B (1204):
1. Approval to delete one (1) vacant regular full-time R&B Mechanic II position slot no. 011 budgeted at $29,712 per year.
2. Approval to create one (1) regular full-time Diesel Mechanic position, slot no. 054 budgeted at $42,000 per year.
3. Approval of R&B revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1214-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Funding available in fund balance as of 3/27/09. Creation of positions pending CC approval.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funding available in fund balance as of 3/27/09. Creation of positions pending CC approval.

Attachments

Link: Park- Maintenance I Job Description

Link: R&B- Mechanic II Job Descritpion

Link: R&B- Diesiel Mechanic Job Description

Link: PAR- Park Maintenance I

Link: PAR- Diesel Mechanic

Link: PAR- Mechanic II

Link: Parks- Fiscal Note

Link: R&B Fiscal Note

Link: Parks- Revised Salary Schedule

Link: R&B- Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/25/2009 06:47 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/27/2009 03:57 PM	APRV
3	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Janie Alejos

Started On: 03/23/2009 10:12 AM

Final Approval Date: 03/27/2009

HIDALGO COUNTY
PARKS

Job Title:	Park Maintenance I	**FLSA Status:**	Non-Exempt
Dept No:	121-124	**Civil Service Status:**	Non-Exempt

SUMMARY:
Serves as general maintenance for Precinct Parks Departments. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of county roads and right-of-way or servicing an operation such as brush collection and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITES:
- Maintains parks, swimming pool grounds, BBQ pits and playground equipment in park areas.
- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- Acts as groundskeeper, involving lawn care, trims, cuts and prunes trees and shrubbery on county property and parks, using lawn mower, weed trimmer and chainsaw. May apply pesticides as directed.
- Pulls weeds, digs flowerbeds and plants, flowers, etc. using gardening tools.
- Cleans buildings and public restrooms, washes windows and empties trash cans, using brooms and cleaning supplies.
- Maintains and repairs wood parts of building, using carpenter tools. Assists in duties such as fence building, repair and painting.
- Maintains and repairs county building plumbing and electrical systems, including replacing worn or defective parts such as switches or fuses.
- Replaces worn or damaged parts, such as hoses, wiring and belts in machines and equipment, such as truck and riding lawnmowers.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE
- High School Diploma or General Education degree (GED) preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;
- Training and certification in handling pesticides.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud;

SAFETY REQUIREMENTS:
Maintain physical condition 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;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

Approved 2001

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Mechanic II	**FLSA Status:**	Non -Exempt
Dept No:	121-124	**Civil Service Status:**	Non-Exempt

SUMMARY:
Maintain and repair assigned equipment with responsibility for quality on this equipment. Perform all kinds of welding, brazing, and cutting using gas and electric welding equipment. Maintains and repairs all gasoline and diesel-powered vehicles, machinery, small engines and equipment. Maintains and repairs heavy equipment and rebuilds engines and transmissions. Employee will service road equipment and perform miscellaneous vehicle/equipment maintenance duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES
- Fabricates equipment by cutting, burning, and welding various metal materials.
- Repairs equipment by using welding techniques and appropriate welding equipment.
- Operates and provides services utilizing service truck as directed.
- Cleans and prepares surfaces to be welded.
- Sets up, assembles, and tacks weld parts.
- Builds up worn or defective surfaces.
- Uses burning equipment to dismantle assemblies and to cut material to size and shape.
- Repairs and performs preventative maintenance on all Precinct equipment.
- Trouble-shooting and cost estimates on repair jobs and preventative maintenance.
- Plan work schedule and sets priorities.
- Removes unit such as engine, transmission or differential.
- Raises vehicle with hydraulic jack or hoist to gain access to mechanical units bolted to underside of vehicle.
- Repairs parts such as crankshafts and cylinder blocks. Rewires ignition system, lights and instrument panels.
- Relines and adjusts brakes, repairs or replaces shock absorbers and solders leaks in radiators.
- Repairs hydraulic systems, diesel engines, gasoline engines and heavy equipment.
- Able to read wiring diagrams and oil circuits.
- Able to work with a variety of hand and power tools.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED) preferred;
- Five years of increasingly responsible auto repair/welding experience; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform duties of Mechanic I.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and hazardous materials. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:
Maintain physical condition 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
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

Approved 2001

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	**Diesel Mechanic**	**FLSA Status:**	**Non-Exempt**
Dept No:	**121-124**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Diesel mechanics are responsible for the inspection, repair and maintenance of the engine and mechanical components on diesel electric locomotives.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform daily and periodic locomotive and diesel engine inspections in compliance with company, industry and federal standards; inspect various mechanical systems (air brake, fuel, and lubrication) and locomotive components (wheels, trucks, cab, and internal diesel engine parts); inspect for unusual sounds, vibrations, smells, and small changes in the visual appearance of materials or objects.
- Diagnose malfunctions in diesel engine components, air equipment, trucks, and other components; assess nature of problem and determine needed corrective action; make judgments concerning seriousness of defects or damage.
- Perform daily and periodic locomotive servicing (grease couplings and fittings, chance oil and air filters, replace brake shoes and filters, adjust brake cylinder piston travel); replace locomotive and diesel engine components (wheels on trucks, traction motors);
- Repair locomotive parts (cracked engine blocks, truck frames) requiring use of machine tools and welding equipment; re-bore and hone cylinders and other operations requiring use of lathes, grinders; disassemble engine and other components and clean parts.
- Safely and effectively operate the following: high and low precision measuring instruments (micrometers, tape measures, dial calipers); precision machines (drill and punch presses, bench lathes); electric, pneumatic and hydraulic tools (drills, wrenches, grinders); material handling equipment (fork lifts, cranes, overhead hoists); acetylene torches and electric welders.
- Follow County and federal safety rules, policy, and procedures; wear prescribed safety apparel; take appropriate action when conditions threaten safety of crew or other personnel; read and comply with train orders, signals, railroad rules, and regulation.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This is a supervisory position and the incumbent must demonstrate on-going competence in being able to delegate responsibility as well as instruct and train employees on proper shop procedure and proper equipment/tool handling and training.

EDUCATION and/or EXPERIENCE

- Qualified applicants must possess a minimum of (4) four years verifiable work experience as a diesel mechanic or, have a Journeyman's card.
- Experience with large motor generators and/or EMD 567-645-710G engines is a plus.
- Applicants with extensive experience as a mechanic in other fields (aviation, nuclear, etc.) is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform duties of Mechanic I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Work involves considerable stooping, bending, and working in overhead structures and on scaffolds. Considerable glare emits from work, requiring the wearing of personal protective equipment. Exposed to moderate burns and exposed to flying objects, such as chips and scale. Work also involves varying degrees of precision and control where damage could be considerable.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:
Maintain physical condition 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
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PCT. #4-#124 **DATE:** 3/24/09

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: Park Maintenance I
(For new positions or reclassifications) 3-Positions (009-0008 / 009-0009 / 009-0010)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 3 Positions @ 22,345.00 (Proposed Budgeted Salary) =$ 67,035 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☒ Other Pks Unappropriated Fund Balance 9-1214-452-00-124-009-0

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:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Positions required to keep up with demands of park repair/maintenance.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3/24/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	03.27.09 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/27/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PCT. #4 -#124 **DATE:** 3/24/09

CURRENT POSITION TITLE: **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: DIESEL MECHANIC ~~(007-0053)~~ Pc 124-007-0054
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 42,000 (Proposed Budgeted Salary) $ 42,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☒ Other R&B Unappropriated Fund Balance 9-1204-431-00-124-007-0-

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:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

In-house diesel mechanic is needed for repairs of heavy equipment.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Oscar L. Garza Jr. (for) DEPARTMENT HEAD	3/24/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Sylvia Rios HUMAN RESOURCES DIRECTOR	03-27-09 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/27/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PCT. #4 **DATE:** 3/27/09

CURRENT POSITION TITLE: MECHANIC II **CURRENT SLOT. #:** 007-0011

REQUESTED POSITION TITLE:
(For new positions or reclassifications) —

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 29712 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (29,712.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Deletion of position will make surplus funds available.

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:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	✓	Non-Exempt	✓
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

DELETION OF POSITION IS REQUESTED BECAUSE THE PRECINCT IS ANTICIPATING TO CREATE A "DIESEL MECHANIC" POSITION,

WHICH WOULD BETTER SERVE THE NEEDS OF THE PRECINCT.

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	O.L. Garza Jr. / DEPARTMENT HEAD	3/27/09 / DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez / HUMAN RESOURCES DIRECTOR	03.27.09 / DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/27/09 / DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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: Valde Guerra, Budget Officer
CC Date: Tuesday, March 31, 2009 **Agenda Item:** 14692

Summary of request/proposal:
Commissioner Precinct No. 4 is requesting approval to create 3 (three) regular full-time Park Maitnenance I positions, slot no.'s 008, 009, 010 budgeted at $22,345.00 per year each for the Parks dept.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1214	PARK MAINTENANCE I	0008	113	0.00	22,345.00	22,345.00
1214	PARK MAINTENANCE I	0009	113	0.00	22,345.00	22,345.00
1214	PARK MAINTENANCE I	0010	113	0.00	22,345.00	22,345.00
				0.00	67,035.00	67,035.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1214-452-00-124-009-0-	113	PARKS PCT.4	PERM F/T EMPLOYEES	$50,854.14
9-1214-452-00-124-009-0-	211	PARKS PCT.4	HEALTH INSURANCE	$9,476.69
9-1214-452-00-124-009-0-	212	PARKS PCT.4	LIFE INSURANCE	$61.45
9-1214-452-00-124-009-0-	220	PARKS PCT.4	FICA	$3,890.34
9-1214-452-00-124-009-0-	230	PARKS PCT.4	RETIREMENT	$4,587.04
9-1214-452-00-124-009-0-	250	PARKS PCT.4	UNEMPLOYMENT COMP	$254.27
9-1214-452-00-124-009-0-	260	PARKS PCT.4	WORKER'S COMP	$1,693.44
			2009 Budgetary Impact	$70,817.37

2010 Budgetary Impact: **$93,350.19**

Possible Funding Sources: **FUND BALANCE**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

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: Valde Guerra, Budget Officer
CC Date: Tuesday, March 31, 2009 **Agenda Item:** 14692

Summary of request/proposal:
Commissioner Precinct No. 4 is requesting approval to delete one (1) regular full-time Mechanic II position, slot no. 0011 at $29,712.00 and create one (1) regular full-time Diesel Mechanic position, slot no. 054 budgeted at $42,000.00 for the R&B department.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1204	MECHANIC II	0011	113	29,712.00	0.00	(29,712.00)
1204	DIESEL MECHANIC	0054	113	0.00	42,000.00	42,000.00
				29,712.00	42,000.00	12,288.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1204-431-00-124-007-0-	113	PCT.4 P/U RD-	PERM F/T EMPLOYEES	$9,321.93
9-1204-431-00-124-007-0-	211	PCT.4 P/U RD-	HEALTH INSURANCE	-
9-1204-431-00-124-007-0-	212	PCT.4 P/U RD-	LIFE INSURANCE	
9-1204-431-00-124-007-0-	220	PCT.4 P/U RD-	FICA	$713.13
9-1204-431-00-124-007-0-	230	PCT.4 P/U RD-	RETIREMENT	$840.84
9-1204-431-00-124-007-0-	250	PCT.4 P/U RD-	UNEMPLOYMENT COMP	$46.61
9-1204-431-00-124-007-0-	260	PCT.4 P/U RD-	WORKER'S COMP	$439.06
			2009 Budgetary Impact	$11,361.57

2010 Budgetary Impact: **$14,976.61**

Possible Funding Sources: **FUND BALANCE**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1214-452-00-124-009-0

AI - 14692

PARKS PCT.4

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PARK DIRECTOR	$45,612.00	$0.00	$45,612.00	0.05	$2,280.60	$0.00	$47,892.60	$47,893.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,893.00
0002	113	PARK MAINTENANCE III	$21,800.00	$0.00	$21,800.00	0.05	$1,090.00	$910.00	$23,800.00	$23,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,800.00
0003	113	PARK MAINTENANCE III	$21,800.00	$0.00	$21,800.00	0.05	$1,090.00	$910.00	$23,800.00	$23,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,800.00
0004	113	PARK MAINT II	$20,345.00	$0.00	$20,345.00	0.05	$1,017.00	$983.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0005	113	PARK MAINT II	$20,345.00	$0.00	$20,345.00	0.05	$1,017.25	$982.75	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0006	113	SECURITY/ MAINTENANCE	$27,000.00	$0.00	$27,000.00	0.05	$1,350.00	$650.00	$29,000.00	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,000.00
0007	113	SECURITY/ MAINTENANCE	$27,000.00	$0.00	$27,000.00	0.05	$1,350.00	$650.00	$29,000.00	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,000.00
0008	**113**	**PARK MAINT I**	**$0.00**	**$22,345.00**	**$22,345.00**	**0**	**$0.00**	**$0.00**	**$22,345.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0009	**113**	**PARK MAINT I**	**$0.00**	**$22,345.00**	**$22,345.00**	**0**	**$0.00**	**$0.00**	**$22,345.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0010	**113**	**PARK MAINT I**	**$0.00**	**$22,345.00**	**$22,345.00**	**0**	**$0.00**	**$0.00**	**$22,345.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$183,902.00	$67,035.00	$250,937.00		$9,194.85	$5,085.75	$265,217.60	$194,183.00	$0.00	$0.00	$0.00	$0.00	$0.00	$194,183.00

Approval to create three (3) regular full-time Park Maintenance I positions (slot no.'s 008, 009, 010) pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1204-431-00-124-007-0

AI - 14692

PCT.4 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASST	$60,992.00	$0.00	$60,992.00	0.05	$3,049.60	$0.00	$64,041.60	$64,042.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$65,662.00
0002	113	FIELD/OP DIR	$46,587.00	$0.00	$46,587.00	0.05	$2,329.00	$0.00	$48,916.00	$48,916.00	$557.21	$0.00	$0.00	$0.00	$0.00	$49,529.00
0003	113	SP/PROJ COORD	$45,326.00	$0.00	$45,326.00	0.05	$2,266.00	$0.00	$47,592.00	$47,592.00	$1,027.61	$0.00	$0.00	$0.00	$0.00	$48,620.00
0004	113	A/P CLERK	$40,408.00	$0.00	$40,408.00	0.05	$2,020.00	$0.00	$42,428.00	$42,428.00	$1,337.28	$0.00	$0.00	$0.00	$0.00	$43,765.00
0005	113	HEAVY EQ OP III	$36,386.00	$0.00	$36,386.00	0.05	$1,819.30	$0.00	$38,205.30	$38,205.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$39,705.00
0006	113	CHIEF ADMINISTRATOR	$34,400.00	$0.00	$34,400.00	0.05	$1,720.00	$0.00	$36,120.00	$36,120.00	$853.98	$0.00	$0.00	$0.00	$0.00	$36,974.00
0007	113	HEAVY EQ OP III	$40,560.00	$0.00	$40,560.00	0.05	$2,028.00	$0.00	$42,588.00	$42,588.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,068.00
0008	113	HEAVY EQ OP III	$35,866.00	$0.00	$35,866.00	0.05	$1,793.30	$0.00	$37,659.30	$37,659.00	$900.00	$0.00	$0.00	$0.00	$0.00	$38,559.00
0009	113	MECHANIC III	$32,793.00	$0.00	$32,793.00	0.05	$1,639.65	$0.00	$34,432.65	$34,433.00	$720.00	$0.00	$0.00	$0.00	$0.00	$35,153.00
0010	113	HEAVY EQ OP II	$31,273.00	$0.00	$31,273.00	0.05	$1,563.65	$0.00	$32,836.65	$32,837.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$34,217.00
		DELETE														
~~0011~~	~~113~~	~~MECHANIC II~~	~~$27,712.00~~	~~$0.00~~	~~$27,712.00~~	~~0.05~~	~~$1,386.00~~	~~$614.00~~	~~$29,712.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0012	113	TRCK DRVER III	$27,615.00	$0.00	$27,615.00	0.05	$1,380.75	$619.25	$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,615.00
0013	113	TRCK DRVER III	$27,615.00	$0.00	$27,615.00	0.05	$1,380.75	$619.25	$29,615.00	$29,615.00	$600.00	$0.00	$0.00	$0.00	$0.00	$30,215.00
0014	113	TRCK DRVER III	$27,615.00	$0.00	$27,615.00	0.05	$1,380.75	$619.25	$29,615.00	$29,615.00	$960.00	$0.00	$0.00	$0.00	$0.00	$30,575.00
0015	113	CLERK/RECEPTIONIST	$27,242.00	$0.00	$27,242.00	0.05	$1,362.10	$637.90	$29,242.00	$29,242.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,602.00
0016	113	TRCK DRIVER II	$26,812.00	$0.00	$26,812.00	0.05	$1,341.00	$659.00	$28,812.00	$28,812.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,812.00
0017	113	TRF SA/SPC III	$26,771.00	$0.00	$26,771.00	0.05	$1,338.55	$661.45	$28,771.00	$28,771.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,771.00
0018	113	TRCK DRVER III	$26,529.00	$0.00	$26,529.00	0.05	$1,326.45	$673.55	$28,529.00	$28,529.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,529.00
0019	113	HEAVY EQ OP I	$26,487.00	$0.00	$26,487.00	0.05	$1,324.35	$675.65	$28,487.00	$28,487.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,967.00
0020	113	HEAVY EQ OP II	$26,398.00	$0.00	$26,398.00	0.05	$1,319.90	$680.10	$28,398.00	$28,398.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,878.00
0021	113	TRCK DRVER III	$26,320.00	$0.00	$26,320.00	0.05	$1,316.00	$684.00	$28,320.00	$28,320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,320.00
0022	113	HEAVY EQ OP II	$26,140.00	$0.00	$26,140.00	0.05	$1,307.00	$693.00	$28,140.00	$28,140.00	$900.00	$0.00	$0.00	$0.00	$0.00	$29,040.00
0023	113	HEAVY EQ OP II	$25,706.00	$0.00	$25,706.00	0.05	$1,285.30	$714.70	$27,706.00	$27,706.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,186.00
0024	113	HEAVY EQ OP II	$28,294.00	$0.00	$28,294.00	0.05	$1,414.70	$585.30	$30,294.00	$30,294.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,294.00
0025	113	MAINTENANCE III	$25,706.00	$0.00	$25,706.00	0.05	$1,285.30	$714.70	$27,706.00	$27,706.00	$840.00	$0.00	$0.00	$0.00	$0.00	$28,546.00
0026	113	MECHANIC I	$25,706.00	$0.00	$25,706.00	0.05	$1,285.30	$714.70	$27,706.00	$27,706.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,126.00
0027	113	TIRE REPAIR	$25,706.00	$0.00	$25,706.00	0.05	$1,285.30	$714.70	$27,706.00	$27,706.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,706.00
0028	113	HEAVY EQ OP II	$25,413.00	$0.00	$25,413.00	0.05	$1,271.00	$729.00	$27,413.00	$27,413.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$28,433.00
0029	113	HEAVY EQ OP II	$24,090.00	$0.00	$24,090.00	0.05	$1,204.00	$796.00	$26,090.00	$26,090.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,450.00
0030	113	HEAVY EQ OP II	$23,647.00	$0.00	$23,647.00	0.05	$1,182.35	$817.65	$25,647.00	$25,647.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,007.00
0031	113	MAINTENANCE II	$23,556.00	$0.00	$23,556.00	0.05	$1,177.80	$822.20	$25,556.00	$25,556.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,036.00
0032	113	HEAVY EQ OP II	$22,829.00	$0.00	$22,829.00	0.05	$1,141.45	$858.55	$24,829.00	$24,829.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,309.00
0034	113	HEAVY EQ OP I	$22,829.00	$0.00	$22,829.00	0.05	$1,141.45	$858.55	$24,829.00	$24,829.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,829.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1204-431-00-124-007-0

AI - 14692

PCT.4 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0035	113	HEAVY EQ OP II	$21,808.00	$0.00	$21,808.00	0.05	$1,090.00	$910.00	$23,808.00	$23,808.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,808.00
0036	113	HEAVY EQ OP II	$24,308.00	$0.00	$24,308.00	0.05	$1,215.40	$784.60	$26,308.00	$26,308.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,308.00
0037	113	MAINTENANCE I	$20,345.00	$0.00	$20,345.00	0.05	$1,017.25	$982.75	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0038	113	MAINTENANCE I	$20,345.00	$0.00	$20,345.00	0.05	$1,017.25	$982.75	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0039	113	MAINTENANCE II	$20,345.00	$0.00	$20,345.00	0.05	$1,017.00	$983.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0040	113	MAINTENANCE II	$22,845.00	$0.00	$22,845.00	0.05	$1,142.25	$857.75	$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,845.00
0041	113	MAINTENANCE II	$22,845.00	$0.00	$22,845.00	0.05	$1,142.00	$858.00	$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,845.00
0042	113	HEAVY EQ OP I	$20,345.00	$0.00	$20,345.00	0.05	$1,017.00	$983.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0043	113	MAINTENANCE I	$22,845.00	$0.00	$22,845.00	0.05	$1,142.25	$857.75	$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,845.00
0044	113	MAINTENANCE I	$20,345.00	$0.00	$20,345.00	0.05	$1,017.00	$983.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0045	113	HEAVY EQ OP II	$20,345.00	$0.00	$20,345.00	0.05	$1,017.00	$983.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0046	113	HEAVY EQ OP I	$20,345.00	$0.00	$20,345.00	0.05	$1,017.00	$983.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0047	113	HEAVY EQ OP II	$20,345.00	$0.00	$20,345.00	0.05	$1,017.25	$982.75	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0048	113	TRAFFIC SAFETY SPECIALIST II / MAINTENANCE	$23,741.00	$0.00	$23,741.00	0.05	$1,187.05	$812.95	$25,741.00	$25,741.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,581.00
0049	113	TRAFFIC SAFETY SPECIALIST II / MAINTENANCE	$23,741.00	$0.00	$23,741.00	0.05	$1,187.05	$812.95	$25,741.00	$25,741.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,741.00
0050	114	CUSTODIAN	$15,023.00	$0.00	$15,023.00	0.05	$751.15	$0.00	$15,774.15	$15,774.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,774.00
0051	113	HEAVY EQUIPMENT OPERATOR II	$25,329.00	$0.00	$25,329.00	0.05	$1,266.45	$733.55	$27,329.00	$27,329.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,329.00
0052	113	OFFICE CLERK/RECEPTIONIST	$16,640.00	$0.00	$16,640.00	0.05	$832.00	$1,168.00	$18,640.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
A053	113	PLANNING ADMINISTRATOR	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53,408.00	$0.00	$0.00	$53,408.00
		NEW PROPOSED POSITION														
0054	**113**	**DIESEL MECHANIC**	**$0.00**	**$42,000.00**	**$42,000.00**	**0**	**$0.00**	**$0.00**	**$42,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$1,383,214.00	$0.00	$1,383,214.00		$69,158.40	$31,821.25	$1,484,193.65	$1,454,482.00	$19,436.08	$0.00	$53,408.00	$0.00	$0.00	$1,527,382.00

APPROVAL TO DELETE ONE(1) MECHANIC II POSITION SLOT NO. 011 AND CREATE ONE (1) REGULAR FULL-TIME DIESEL MECHANIC POSTION, SLOT 054 PENDING CC APPROVAL.

AI-14637 **19.A.4.**

Commercial Account Policy

CC REGULAR

Date:	03/31/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Discussion, consideration and action in connection with adopting and approving the proposed draft of the Hidalgo County Commercial Account use Policy, Guidelines and Procedures.

BACKGROUND

Please see attached Commercial Account Policy.

Fiscal Impact

Attachments

Link: Commercial Account Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2009 12:15 PM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 12:17 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	03/27/2009 12:53 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW
Form Started By: Ovidio Gonzalez			Started On: 03/18/2009 03:08 PM	
Final Approval Date: 03/27/2009				

DRAFT FOR DISCUSSION PURPOSES ONLY

COMMERCIAL ACCOUNT USE POLICY, GUIDELINES, AND PROCEDURES
TABLE OF CONTENTS

1.0 Reference 1
2.0 Background 1
3.0 Definitions 1
4.0 Policy, Guidelines, and Procedures 2
4.01 Commercial Account Administration 2
1. Commercial Account Administrator 2
2. Commercial Account Manager 3
3. Commercial Account Cardholder and Card User 4
4. Commercial Account Issuer 4
4.02 General Provisions 4
1. Commercial Account to be Used for Official County Business Only 4
2. Commercial Account Unallowable Uses 4
3. Commercial Account Purchases Subject to Purchasing Laws and Policies 5
4. Sufficient Funds 5
5. Authorized Users 5
6. Training 5
7. Merchant Codes, Credit Limits, Single and Monthly Transaction Limits 6
8. Appearance of Card 6
9. Lost or Theft of Commercial Account 6
10. Important Numbers 7
4.03 Rebates and/or Non-Monetary Awards or Prizes 7
4.04 Obtaining a Commercial Account Card 7
4.05 Making and Documenting Purchases 8
1. Purchase Order 8
2. Quotes 8
3. Sales Tax 8
4. County Issued Identification Card 8
5. Original Receipts 8
6. Shipping Documents 8
7. Purchases Log 9
8. Monitoring Card Activity 9
4.06 Payment and Reconciliation 9
4.07 Returns, Exchanges, Credits, and Other Disputed Charges 11
4.08 Late Fees or Finance Charges 12
4.09 Commercial Account Security 12
4.10 Commercial Account Maintenance 12
4.11 Canceling/Revoking a Commercial Account 12
4.12 Records Retention 13
4.13 Sanctions for Inappropriate Use of a Commercial Account 13
4.14 County Auditor Right to Exercise Discretion 14

DRAFT FOR DISCUSSION PURPOSES ONLY

COMMERCIAL ACCOUNT USE POLICY, GUIDELINES, AND PROCEDURES

1.00 REFERENCE

Form C.1.1 Commercial Account Request Form
Form C.1.2 Commercial Account Purchases Log
Form C.1.3 Commercial Account Cardholder/Card User Acknowledgement
Form C.1.4 Commercial Account Manager Acknowledgment
Form C.1.5 Dispute Form

All forms are located on the "County Policies and Forms" page on the County's intranet.

2.00 BACKGROUND

Hidalgo County's Commercial Account Program (the "Program") has been established to provide a convenient, efficient means to purchase commodities from vendors and to reduce costs associated with the purchasing process. The "Program" is designed to empower employees to purchase items needed for official County business and is an enhancement to the purchasing process and a delegation of the purchasing authority. The use of a Commercial Account is a privilege that is granted to selected employees by Commissioners' Court. Certain responsibilities are associated with this privilege.

On March 17, 2009, the Hidalgo County Commissioners' Court approved the Commercial Account Use Policy, Guidelines, and Procedures. The commercial account use policies, procedures, and guidelines set forth below are applicable to Hidalgo County Public Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

The purpose of this policy is to provide rules, guidance, and procedures for the use of commercial accounts. Public Officials may enact a more restrictive policy regarding usage of commercial accounts for their respective Office/Department.

Hidalgo County's Purchasing Agent, as the Commercial Account Administrator, is responsible for the countywide management of the commercial account program and ensures that departments follow all State and County laws, policies, guidelines, and procedures relating to the purchasing function. Each Public Official and Commercial Account Manager is responsible for the management of the commercial account in his department.

3.00 DEFINITIONS

"Billing period" means the monthly cycle during which transactions are posted. This cycle might not coincide with an actual calendar month.

"Central Commercial Account Statement" means the County's consolidated billing statement that lists all cardholder/card user transactions.

"Commercial Account Administrator" is the Purchasing Agent who administers the countywide Commercial Account Program and serves as the liaison between the Commercial Account Manager,

authorized users and the Commercial Account Issuer. The Commercial Account Administrator will coordinate the acquisition and distribution of all commercial accounts.

"Commercial Account Cardholder" means an employee authorized by Commissioners' Court to make purchases for official county business with a commercial account.

"Commercial Account Card User" means an employee who has been authorized to use a Commercial Account Group Card.

"Commercial Account Issuer" is the company that issues the commercial account and sends out the commercial account monthly billing statements.

"Commercial Account Group Card" means a card issued to a department as opposed to an individual. The Commercial Account Group Card may only be utilized by authorized Commercial Account Card Users with a valid county issued identification card.

"Commercial Account Manager" is an Hidalgo County employee that coordinates the Commercial Account Program for a department.

"Commercial Account Billing Statement" means the monthly statement for a Cardholder or Group Card that lists all transactions made during the billing period.

"Commercial Account" means a credit card issued by a Commercial Account Issuer.

"Disputed Item" means a transaction appearing on the commercial account statement that the Commercial Account Cardholder or Card User did not authorize.

"Reconciliation" means the process of verifying, approving and settling transactions.

"Transaction" means a purchase or charge to an account.

"Transaction Limit" means:

a. "Single Transaction Limit" - the maximum amount of a single transaction.
b. "Monthly Transaction Limit" - the maximum amount of all transactions during the billing period.

4.00 POLICIES, GUIDELINES, AND PROCEDURES

4.01 COMMERCIAL ACCOUNT ADMINISTRATION

1. **Commercial Account Administrator:** The Commercial Account Administrator shall be assigned responsibility for administering the countywide Commercial Account Program. The Purchasing Agent shall serve as the Commercial Account Administrator. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the Purchasing Agent. The Commercial Account Administrator's responsibilities include the following:

A. Informs commercial account issuers about commercial account policy requirements that need to be met by the commercial account issuer (i.e. requiring commercial account cardholders/card users to present purchase order and identification at time of purchase, appearance of commercial account card etc.)
B. Reviews requests for commercial accounts from Public Officials and Commercial Account Managers and requests approval for the issuance of commercial accounts from Commissioners' Court;
C. Maintains master list of all commercial accounts, Commercial Account Managers, Commercial Account Cardholders and Card Users.
D. Receives commercial account cards from the Commercial Account Issuer and issues commercial account cards to Commercial Account Managers;
E. Provides training to Commercial Account Managers, Commercial Account Cardholders and Card Users regarding the proper use of the commercial account in accordance with this policy;
F. Assists the Commercial Account Managers and/or Commercial Account Cardholders and Card Users with settling commercial account disputes;
G. Ensures compliance with the policy by reviewing purchases monthly on a sample basis;
H. Monitors the Commercial Account for late fees or finance charges;
I. Reviews the Commercial Account Policy, Guidelines, and Procedures at least annually and presents recommendations for improvement to Commissioners' Court for approval; and
J. Is responsible for other duties as outlined by this policy.

2. Commercial Account Manager: Public Officials shall assign the responsibility for administering the Commercial Account Program for their respective office/department to a Commercial Account Manager. Responsibilities of the Commercial Account Manager include the following:

A. Receives training upon designation as a Commercial Account Manager and annually thereon regarding administration of the Commercial Account Program and responsibilities from the Commercial Account Administrator;
B. Maintains abreast of the Commercial Account Use and Hidalgo County Purchasing policies, guidelines, and procedures;
C. Submits requests for commercial account cards to the Commercial Account Administrator;
D. Distributes commercial account cards to Commercial Account Cardholders and Card Users;
E. Documents on a commercial account release/return log the date the commercial account card was released/returned by Commercial Account Cardholders and Card Users and the name of the Commercial Account Cardholders and Card Users;
F. Reviews commercial account purchases in detail on a monthly basis to ensure that purchases are appropriate and made in accordance with this policy;
G. Identifies, documents, and reports authorized user's violations to the Commercial Account Administrator and County Auditor.
H. Reviews commercial account billing statements and recommends approval of payment to the Public Official;

I. Ensures commercial accounts cards are stored in a secure location while not in use; and
J. Is responsible for other duties as outlined by this policy.

3. **Commercial Account Cardholder and Card User:** Commercial Account Cardholders and Card Users are those individuals authorized by Commissioners' Court to make purchases with a commercial account in accordance with this policy. Commercial Account Cardholders and Card Users responsibilities include the following:

   A. Maintains abreast of the Commercial Account Use and Hidalgo County Purchasing policies, guidelines, and procedures;
   B. Obtains and safeguards original itemized receipts for all commercial account purchases;
   C. Documents commercial account purchases on ***Form C.1.2 Commercial Account Purchases Log;***
   D. Makes and certifies all commercial account purchases were for official county business;
   E. Ensures commercial accounts are secured safely while in their possession;
   F. Notifies the Commercial Account Manager promptly of any improper use of the commercial account; and
   G. Is responsible for other duties as outlined by this policy.

4. **Commercial Account Issuer:** The Commercial Account Issuer is responsible for issuing commercial account cards, investigating and settling reported disputes, and sending out monthly commercial account billing statements. The Commercial Account Issuer is also responsible for ensuring that a valid purchase order and identification card is presented by each authorized user at the time a purchase is made.

4.02 GENERAL PROVISIONS

1. **Commercial Account to be Used for Official County Business Only**

   A. The Commercial Account is only to be used by authorized employees for authorized official County business transactions made in accordance with this Policy.
   B. Authorized employees shall not lend the commercial account to anyone else.
   C. Any unusual activity or charge from an outside source that occurs on a commercial account must be immediately reported to the Commercial Account Issuer, Commercial Account Administrator, and Commercial Account Manager for immediate resolution.

2. **Commercial Account Unallowable Uses**

   Examples of unauthorized use include, but are not limited to:

   A. Personal purchases of any kind
   B. Cash advances through banks or ATMS, cash refunds, gift Cards/gift Certificates, cashier's checks, or other equivalents of cash
   C. Interdepartmental charges
   D. Contracted services or 1099 reportable vendors
   E. Purchases for the construction of capital assets (i.e. land, new and existing buildings)
   F. Purchases of capital equipment
   G. Purchases of weapons (regardless of cost) and ammunition

H. Purchases of alcoholic beverages
I. Purchases of food/meals
J. Purchases of decorations (e.g. flowers, holiday related decorations, etc.)
K. Purchases of computer hardware and/or software
L. Purchase of materials/services from any member of the authorized user's immediate family
M. Purchases that violate established contractual agreements and/or county policies

3. Commercial Account Purchases Subject to Purchasing Laws and Policies

The Commercial Account does not replace requirements to comply with existing State or County laws, policies, guidelines, and procedures relating to the purchasing function. It is designed to be an enhancement to the purchasing and payment processes.

4. Sufficient Funds

Sufficient funds must be available in the adopted budget before any expenditure with a commercial account is made.

5. Authorized Users

A. Only full-time employees authorized by Commissioners' Court as a Commercial Account Cardholder or Card User shall have access and use to a commercial Account. Requests for commercial accounts must be presented by the Commercial Account Administrator to Commissioners' Court for approval (see Section 4.04).
B. If a Cardholder's name appears on the card, only that person is authorized to use that card. It is not permitted to allow anyone other than the Cardholder to use a card to make purchases.
C. A Group Card may be used by employees authorized by Commissioners' Court in the designated department. Only those individuals with a valid County identification card shall be permitted to use Group Cards.
D. The Commercial Account Administrator, and Commercial Account Managers shall not be authorized to make purchases utilizing a commercial account and may not be issued a commercial account. These individuals are responsible for managing the Commercial Account Program.

6. Training

A. The Commercial Account Administrator must provide face-to-face training to Commercial Account Managers regarding their responsibilities as Commercial Account Managers.
B. The Commercial Account Administrator must provide face-to-face training to Commercial Account Cardholders and Card Users regarding the Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchasing Policies and Procedures before a commercial account card is issued. Commercial account cards shall not be released until the training is provided.
C. The Commercial Account Administrator shall provide the training on a yearly basis to existing Commercial Account Cardholders, Commercial Account Card Users, and Commercial Account Managers. The Commercial Account shall maintain evidence of the training in the form of a sign-in sheet.

DRAFT FOR DISCUSSION PURPOSES ONLY

7. Merchant Codes, Credit Limits, Single and Monthly Transaction Limits

A. Each commercial account shall have pre-established merchant codes, credit limits, and limit on daily and monthly # of transactions. The Commercial Account Administrator is responsible for ensuring these codes and limits are established and maintained.

B. Commissioners' Court will set the single transaction limit and monthly transaction limit. In no case will either limit exceed the approved monthly maximum credit limit.

C. The monthly maximum credit limit on any single Commercial Account may not exceed $3,000 (see exception below).

D. Requests for increases (credit limits, and limit on daily and monthly # of transactions) with proper justification shall be submitted to the Commercial Account Administrator in writing for review. The Commercial Account Administrator shall obtain approval from Commissioners' Court before increasing limits to the commercial account.

E. The Commercial Account Administrator shall review commercial account activity and recommend changes to the established limits based on account use to Commissioners' Court.

F. Commercial Account Cardholders and Card Users are specifically prohibited from splitting transactions into multiple charges to circumvent transaction limits.

G. The monthly transaction limit is a function of the billing cycle of the Commercial Account and is not necessarily the same as a calendar month. If a card is "maxed out" new credit will become available only in the normal processing cycle in which the monthly bill is received, reconciled, approved, audited, and paid.

8. Appearance of Card

A. The commercial account, when possible, should be a unique color to reduce the risk of being accidentally used as a personal credit card.

B. All issued commercial accounts will have the "Hidalgo County" embossed on the second line of the card. The first line will reflect the cardholder's name or the group card (department) name.

C. The Commercial Account Administrator shall write "Ask for County ID" on the back of all commercial accounts.

9. Lost or Theft of Commercial Account

A. Commercial Account Cardholders or Card Users shall immediately report loss or theft of the commercial account to the Commercial Account Issuer, Commercial Account Manager and their supervisor. A request should be made to cancel/deactivate the commercial account card. Prompt action will reduce the liability for fraudulent charges.

B. The Commercial Account Manager shall immediately confirm the phone call made by the Commercial Account Cardholder and/or Card Users by written notification to the Commercial Account Issuer via mail or fax, with copies to the Commercial Account Administrator. The date of the phone report of the lost or stolen card should be included in the written notification.

C. The Commercial Account Administrator shall maintain the written notification for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.

D. The Commercial Account Administrator will promptly make a request for a new commercial account card from the Commercial Account Issuer.
E. If the lost or stolen commercial account card is subsequently found, the commercial account card shall be immediately returned to the Commercial Account Administrator for destruction.

10. Important Numbers

Questions regarding the Commercial Account Use and or Purchasing Policy, Guidelines, and Procedures can be directed to the Commercial Account Administrator at 318-2626 ext. 4879.

4.03 REBATES AND/OR NON-MONETARY AWARDS OR PRIZES

1. Authorized users should take advantage of rebates when offered by vendors. Rebates must benefit Hidalgo County, never the individual authorized user.
2. Commercial Account Managers shall submit all rebates to the Hidalgo County Treasurer's Office for deposit to the general ledger account number from which the original expenditure was made. Rebates should be deposited immediately but no later than the 7th work day from the date the rebates were received.
3. If a vendor and/or Commercial Account Issuer send a check to the individual Commercial Account Cardholder or Card User, the check should be endorsed by the individual and provided to the Commercial Account Manager for submittal to the County Treasurer's Office and deposit to the applicable general ledger account number.
4. If the vendor and/or Commercial Account Issuer send the individual Commercial Account Cardholder or Card User a rebate coupon to be applied to future purchases, the rebate should be applied only to purchases for the benefit of the department making the original purchase.
5. Use of coupons, rebates or rewards programs that offer free items or promotional items for the benefit of the Commercial Account Cardholder or Card User are not allowed (e.g. An Office Supply vendor rewards program that allows a customer to earn free items based on accumulated points/dollars spent).

4.04 OBTAINING A COMMERCIAL ACCOUNT CARD

1. Upon approval of the Public Official, the Commercial Account Manager shall submit requests for a commercial account to the Commercial Account Administrator using ***Form C.1.1 Commercial Account Request Form***. If the Department is overseen by the County Executive Officer, the form shall be submitted to the County Executive Officer for approval prior to submittal to the Commercial Accounts Administrator.
2. Each commercial account shall have pre-established merchant codes, credit limits, and limit on daily and monthly # of transactions. Requests for changes to these limits shall be submitted for review to the Commercial Account Administrator. If the Department is overseen by the County Executive Officer, the form shall be submitted to the County Executive Officer for approval prior to submittal to the Commercial Accounts Administrator.

DRAFT FOR DISCUSSION PURPOSES ONLY

3. The Commercial Account Administrator shall review ***Form C.1.1 Commercial Account Request Form*** for proper completion. After review, the Commercial Account Administrator shall request approval for issuance of a commercial account or changes to the card's limits from Commissioners' Court.
4. The Commercial Account Administrator will notify the Commercial Account Cardholders/Card Users and Commercial Account Manager upon receipt of the commercial account card.
5. Before issuance of a card, the commercial Account Administrator shall:
   A. Provide face-to-face training to the Commercial Account Cardholder and Card Users as required by this Policy. The Commercial Account shall maintain evidence of the training in the form of a sign-in sheet.
   B. Require the Commercial Account Cardholder and/or Card Users to sign ***Form C.1.3 Commercial Account Cardholder Acknowledgement*** and the Commercial Account Manager to sign ***Form C.1.4 Commercial Account Manager Acknowledgment*** acknowledging that they have read and agree to comply with Commercial Account Use and Hidalgo County Purchasing Policy, Guidelines, and Procedures. Original agreements shall be maintained by the Commercial Account Administrator.

4.05 MAKING AND DOCUMENTING PURCHASES

1. **Purchase Order** - A purchase order must be established for each purchase made with a commercial account. The purchase order should be opened in the name of the Commercial Account Issuer. The purchase order amount should be set based on the monetary and transaction limits established for the card and projected expenditures. This will help ensure that expenditures do not exceed available funds. Furthermore, Commercial Account Cardholders/Users must present a valid purchase order to the vendor when making purchases.
2. **Quotes** - Quotes in accordance with the Hidalgo County's Purchasing Policies and Procedures should be obtained and documented. Written quotes and notes on verbal quotes should be retained for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.
3. **Sales Tax** - Hidalgo County, as a governmental agency, is a tax-exempt organization. When making purchases, the Commercial Account Cardholder/Card User should notify the vendor of the County's tax-exempt status. The Hidalgo County tax exempt number should be located on the front of the commercial account card. If the vendor requests an actual Tax Exempt form, one may be obtained from the Purchasing Department. If a tax is charged inappropriately, the Commercial Account Manager should immediately present a tax exemption form to the vendor, and receive a credit for the unnecessary tax.
4. **County Issued Identification Card** – Commercial Account Cardholders/Users must present a county issued identification card when making purchases.
5. **Original receipts** - When making a purchase, the Cardholder/Card User shall obtain an original itemized receipt. The receipt must contain the vendor's name, date of purchase, itemized description of the purchase, per unit price, and extended price. The cardholder/card user shall sign and date the receipt.
6. **Shipping Documents** – The Cardholder/Card User must provide the vendor/supplier with the appropriate shipping information. All goods must be shipped to an official Hidalgo County

business location/address. The Commercial Account Manager shall verify that goods were shipped to an official Hidalgo County business location/address.

7. **Purchases Log** - ***Form C.1.2 Commercial Account Purchases Log*** and original itemized receipts shall be maintained for each commercial account issued for audit trail purposes and to facilitate reconciliation and account verification.
   A. The purchases log shall contain the following:
      1. date of purchase;
      2. receipt number;
      3. date goods were delivered/received by the department;
      4. name of the purchaser (cardholder/card user);
      5. vendor name;
      6. dollar value of purchase;
      7. purchase order number;
      8. method in which goods were received (shipped or picked up in person);
      9. work order number (if applicable);
      10. general ledger account number to which purchases should be charged;
      11. column for the Commercial Account Manager to check-off his/her detailed monthly reconciliation to the Commercial Account billing statement and note the billing statement date;
      12. signature line for the authorized user(s) to certify purchase was for official business use and made in accordance with Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchases Policy and Procedures, and goods were received by the Department ;
      13. signature line for the Commercial Account Manager to certify his/her review and recommended approval for payment and purchases were made in accordance with Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchases Policy and Procedures; and
      14. signature line for the Department Head to approve payment and certify that to his/her best knowledge all purchases were made in accordance with Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchases Policy and Procedures.
   B. The Commercial Account Cardholders and Card Users shall forward ***Form C.1.2 Commercial Account Purchases Log*** to the Commercial Account Manager at least once a month.
8. **Monitoring Card Activity** – Certain Public Officials, Commercial Account Managers, and the Commercial Account Administrator will have access to view and monitor card activity. This review can occur at any time; however, should be made at a minimum on a monthly basis by the Commercial Account Administrator and Commercial Account Manager.

4.06 PAYMENT AND RECONCILIATION

1. All commercial account charges will be billed directly to and paid directly by the County. The Commercial Account Issuer cannot directly accept any monies from any other individual. Therefore, any personal charges billed to the County will be considered misappropriation of County funds.

DRAFT FOR DISCUSSION PURPOSES ONLY

2. The Commercial Account Manager shall reconcile the ***Form C.1.2 Commercial Account Purchases Log*** to the original itemized receipts, receiving/shipping documents, and the monthly commercial account billing statement within 5 work days of receipt of the commercial account billing statement. The Commercial Account Manager shall place a check mark and the billing statement date should be recorded on the purchase transaction log next to the reconciled items. If an item is entered on a purchase transaction log, but has not yet appeared on the monthly billing statement, that item simply remains open and the statement date column is left blank.
3. The Commercial Account Manager will verify that required information is entered on the ***Form C.1.2 Commercial Account Purchases Log*** by the Commercial Account Cardholders and Card Users.
4. Original itemized receipts shall be attached to a sheet of paper in the order that they appear in the commercial account billing statement. Cardholders and Card Users are responsible for submitting all receipts. If a Cardholder or Card User has lost or misplaced a receipt, he/she is responsible for obtaining a copy of the receipt from the vendor. The County will not pay for transactions that do not have proper documentation that is acceptable by the County Auditor. The Cardholder and/or Card User may be held responsible for payment of all transactions that do not have proper documentation as required by this Policy. Frequent losses of receipts may result in disciplinary action. The Commercial Account Cardholder/Card User may also be required to pay charges with his/her own personal funds.
5. The Commercial Account Cardholder/Card User shall certify receipt of the goods ***on Form C.1.2 Commercial Account Purchases Log***. Payment cannot be made until the Cardholder/Card User confirms and certifies receipt of the goods.
6. The Commercial Account Manager will verify that original itemized receipts were submitted for each purchase and purchases were made in compliance with the Commercial Account Policy, Guidelines, and Procedures and the Hidalgo County Purchasing Policy and Procedures.
7. The Commercial Account Manager should note discrepancies and forward the discrepancies to the Commercial Account Administrator and the County Auditor's Accounts Payable Section.
8. The Commercial Account Manager shall ensure that sufficient funds are available in the adopted budget to pay for the commercial account purchases.
9. The Commercial Account Manager shall make every attempt to ensure balances are paid in full each month (see resolution of disputed charges).
10. Once the commercial account billing statement is reconciled, the Commercial Account Manager shall forward the commercial account billing statement(s), original itemized receipts, original receiving/shipping documents, and ***Form C.1.2 Commercial Account Purchases Log*** to the County Auditor's Accounts Payable Section. Commercial billing statements should be submitted no later than five (5) working days following receipt of the commercial account billing statement.
11. If the commercial account billing statement cannot be reconciled between the Commercial Account Manager and the Commercial Account Cardholder/Card User, then the Commercial Account Manager shall notify the Commercial Account Administrator in writing of disputes submitted to a vendor and/or Commercial Account Issuer for any amounts that are determined to be in error. The Commercial Account Manager shall deliver to the County Auditor's Accounts Payable Division an annotated copy of the commercial account billing

statement showing amounts in dispute with a request for nonpayment on the undisputed amounts.

4.07 RETURNS, EXCHANGES, CREDITS, AND OTHER DISPUTED CHARGES

1. It is the responsibility of the Authorized Users to know the vendor's return policy.
2. The Cardholder and/or Card User are responsible for contacting the vendor/commercial account issuer when problems with a purchased item arise and for arranging a return for credit or exchange (i.e. billed amount includes sales tax, the statement contains a charge not recognized by the authorized user, billing statement includes duplicate charges from vendor, the item received was an incorrect item, and item was damaged or defective, etc.).
3. The Cardholder/Card User and Commercial Account Manager shall immediately file a written dispute with the Commercial Account Issuer by completing ***Form C.1.5 Dispute Form,*** which documents the following:

    A. Cardholder Name/Group Card Name (also include Card User name);
    B. Account No.;
    C. Merchant Name
    D. Transaction Date;
    E. Posting Date;
    F. Reference No.;
    G. Description of Merchandise;
    H. Transaction Amount; and
    I. Reason of dispute.

4. The Cardholder and/or Card User shall immediately notify the Commercial Account Manager when a return for credit or exchange will be arranged with a vendor.
5. If items need to be exchanged, the Cardholder or Card User is responsible for returning the items to the vendor and obtaining a replacement as soon as possible. A notation shall be made on ***Form C.1.2 Commercial Account Purchases Log*** that payment shall not be made until actual goods are received.
6. If the purchased items need to be returned, the Cardholder or Card User should send the items back to the vendor and a credit to the commercial account immediately be requested. If the vendor agrees to issue a credit, it should be noted on the ***Form C.1.2 Commercial Account Purchases Log*** and a copy of any credit memo, along with proper supporting documentation, be attached to the purchases log.
7. The Commercial Account Manager shall verify that a credit appears on the subsequent billing statement. If a credit does not appear, the Commercial Account Manager should immediately contact the Commercial Account Issuer and/or vendor in order that proper credit be given.
8. Authorized users shall not accept cash, rain checks, gift cards, and/or gifts certificates, or any other equivalent of cash instead of a vendor credit.
9. The Commercial Account Manager shall inform the Commercial Account Administrator of disputed charges within two calendar days of the finding. Communication shall be in writing by forwarding the original ***Form C.1.5 Dispute Form.***

10. The Commercial Account Administrator shall maintain copies of the original ***Form C.1.5 Dispute Form*** for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.

4.08 LATE FEES OR FINANCE CHARGES

Commercial accounts must be kept current to avoid interest and/or finance charges. Continuous assessment of late fees and/or finance charges on a commercial account may result in revocation of the commercial account.

4.09 COMMERCIAL ACCOUNT SECURITY

1. The Commercial Account Manager shall maintain a list of approved commercial account cards and authorized users for his/her department. The Commercial Account Manager should note on the list the names of the authorized users for each Commercial Account issued as a Group Account. List shall be physically secured.
2. The Commercial Account Manager shall maintain all commercial accounts safe and secure.
3. The Commercial Account Manager shall only release commercial account cards to authorized users when needed to make a purchase. The Commercial Account Manager shall document on a log the date the Commercial Account was released/returned and the name of the authorized user to which the card was released.
4. Authorized employees shall not share their commercial accounts.
5. The Commercial Account Administrator shall maintain the name and number of the Commercial Account Issuer representative.
6. The Commercial Account Administrator shall maintain a list of approved Commercial Account Cardholders, Card Users and the Commercial Account Manager assigned to the commercial account. The list shall include the authorized merchant codes, credit limits, and limit on daily # of transactions. List shall be physically secured.
7. The Commercial Account Administrator shall submit an updated list to the County Auditor's Accounts Payable Division by the 5th workday of the following month.

4.10 COMMERCIAL ACCOUNT MAINTENANCE

Changes to an authorized user's name should be immediately reported in writing by the Commercial Account Manager to the Commercial Account Administrator.

4.11 CANCELING/REVOKING A COMMERCIAL ACCOUNT

1. The Commercial Account Manager shall immediately notify the Commercial Account Administrator in writing when:
   A. an authorized user is transferred to another county department;
   B. an authorized user's employment with the county is terminated; or
   C. an authorized user's privilege to utilize a commercial account is revoked.
2. The written notification shall include:
   A. a request to cancel the commercial account;
   B. the reasons for canceling the commercial account;
   C. identify the commercial account card number; and

D. authorized user(s) name.

3. Upon written notification, the Commercial Account Administrator shall request from the Commercial Account Issuer that the commercial account be cancelled and/or deactivated. The request shall be made in writing. The Commercial Account Administrator shall maintain the written request on file for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.
4. Authorized users shall surrender the commercial account card to the Commercial Account Manager. The Commercial Account Manager shall surrender the commercial account card to the Commercial Account Administrator and the commercial account card shall be destroyed. The Commercial Account Administrator shall maintain records indicating when the commercial account card was destroyed for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.

4.12 RECORDS RETENTION

1. Commercial account records must be maintained for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.
2. Commercial Account Managers and the Commercial Account Administrator will be responsible for original commercial account documentation maintained by his/her Department. All original commercial account program documentation shall be stored in a central location within the department (i.e. dispute forms, commercial account request forms, vendor documentation, quotes, written quotes, notes on verbal quotes, other miscellaneous notes, etc.)
3. Commercial Account documentation should be filed alphabetically by Fiscal Year, Commercial Account Name, Month, and Cardholder/Card User name.
4. Commercial Account Manager and Commercial Account Administrator will work closely with County Clerk to coordinate the collection of commercial account documents for storage, retrieving documents, and ultimately destroying documents once they have met the retention period.

4.13 SANCTIONS FOR INNAPPROPRIATE USE OF A COMMERCIAL ACCOUNT

1. The Commercial Account Administrator will work with the Department's Public Official and Commercial Account Manager to initiate sanctions for misuse of the commercial account. Sanctions will be imposed on a case by case basis and may include one or a combination of the following disciplinary actions:

   A. Formal written reprimand from the Commercial Account Administrator with copies to the Public Official, Commercial Account Manager, and Executive Officer (if applicable).
   B. Minor infraction findings may require retraining;
   C. Revocation of the right to use the commercial account (If a commercial account has been revoked for cause, it is unlikely that it will be reinstated);
   D. Termination of employment and/or prosecution;
   E. Reimbursement to Hidalgo County for unauthorized purchases and any administrative costs associated with the unauthorized purchase (The Commercial Account Administrator

and Commercial Account Manager will jointly assist with the arrangements for repayment);

F. Payroll deduction as reimbursement of any unauthorized purchases and of any administrative costs associated with any unauthorized purchase (The Commercial Account Administrator and Commercial Account Manager will jointly assist with the arrangements for repayment);
G. Transfer of duty that does not involve or require the use of a commercial account; or
H. Other discipline as authorized by the Public Official and/or County Executive Officer.

4.14 COUNTY AUDITOR RIGHT TO EXERCISE DISCRETION

1. The County Auditor may, at his or her sole discretion, authorize an exception to requirements set forth in this Commercial Account Use Policy, based on extenuating circumstances presented by the appropriate, responsible Public Official. Any exception granted by the County Auditor is to be applied on a case-by case basis and does not set precedent for future policy unless it has been formally adopted by Commissioners' Court.

2. The County Auditor may conduct random audits of the commercial account use. The primary purpose of the audit is to ensure that commercial account program policy, guidelines, and procedures are being followed.

AI-14688 **19.A.5.**

Hidalgo County-Pest Control Services-Multiple Bid Award

CC REGULAR

Date:	03/31/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Purchasing only: Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: "Pest Control Services" withing Hidalgo County-Bid No. 2009-010-03-04-ERT.

BACKGROUND

Contract No. C-09-010-03-31-Pro-Tech Pest Control (as approved by Legag Counsel)
Contract No. C-09-010A-03-31-Orkin, Inc. (as approved by legal Counsel)

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-124-001-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $180.00 issued by Pct 4

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $70.00 issued by Pct 4

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-005-0-425
FUNDS AVAILABLE Y/N?: No MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/23/09 is $0.00 issued by Pct 4

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $20,483.00 issued by Buildings and Ground

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-005-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Avalilable balance as of 3/12/09 is $910.00 issued by Pct 1

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $660.00 issued by Pct 1

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $130.00 issued by Pct 1

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-004-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $145.00 issued by Pct 1

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-122-001-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/11/09 is $190.00 issued by Pct 2

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/11/09 is $240.00 issued by Pct 2

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-005-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/11/09 is $380.00 issued by Pct 2

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-425
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/11/09 is $240.00 issued by Pct 2

FISCAL YEAR: 2009 ACCT. #: 9-1212-452-00-122-008-0-425

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

BUDGETARY IMPACT:

Available balance as of 3/11/09 is $1,260.00 issued by Pct 2

FISCAL YEAR: 2009 ACCT. #: 9-1213-452-00-123-008-0-425

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

BUDGETARY IMPACT:

Available balance as of 3/12/09 is $1,760.00 issued by Pct 3

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-004-0-425

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

BUDGETARY IMPACT:

Available balance as of 3/12/09 is $620.00 issued by Pct 3

Attachments

Link: Recommendation Memo's, tabulation sheet and participation log

Link: Contract No. C-09-010-03-31-Pro-Tech Pest Control

Link: Contracft No. C-09-010A-03-31-Orkin, Inc.

Form Routing/Status

Form Started By: Eric Trevino Started On: 03/23/2009 08:40 AM

Final Approval Date: 03/27/2009

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED
MAR 10 2009
By 10:55am

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Grounds

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) Pro-Tech	Pest Control Services
2.) ORKIN	Bee Eradication
3.)	
Budget account # -	

Daniel Flores Buildings & Grounds 3/9/09

Authorized Signature | Printed Name | Department | Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

9- 1800-419-40-220-001-0-425

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
Attn: Noe Montez

FROM: Eric Trevino, Buyer E.T
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Pro-Tech	Low Bid Meeting Specs
2.) ORKIN	Bee Eradication only
3.)	9-1201-431-00-121-005-0-425
Budget account # -	9-1211-452-00-121-013-0-425
	9-1100-432-00-121-001-0-425
	9-1201-431-00-121-004-0-425
	9-

Authorized Signature	Printed Name	Department	Date
	Noe Montez	PCT 1	3/11/09

RECEIVED
MAR 17 2009
12:13 pm

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

emailed again on the 12th of March for Correction

TO: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
Attn: Yolanda Cisneros

FROM: Eric Trevino, Buyer E.T.
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Pro-Tech Pest Control	Pest Control - Lowest bidder
2.) Oakin, Inc	Bee Eradication - Lowest bidder
3.)	

Budget account#'s 1100-432-00-122-001-0-425, 9-1200-431-00-122-004-0-425, 9-1202-431-00-122-005-0-425, 9-1202-431-00-122-006-0-425 & 9-1212-452-00-122-008-0-425

Yolanda Cisneros — Yolanda Cisneros — P.C. 2 — 3/13/2009
Authorized Signature — Printed Name — Department — Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Received 3/12/09

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Joe Flores
Hidalgo County Precinct No. 3
Attn: Norma Ceballos

FROM: Eric Trevino, Buyer E.T.
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**
If you should have any questions or need additional information please contact me at (956) 318-2626 ext 4882

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) Tip-Top Pest Control	Lowest bid.
2.) Cintas, Inc.	Lowest bid in Bee Eradication
3.) Tip-Top Pest Control	Lowest bid in Termite Treatment
Budget account # -9-1215-452-00-137-008-0-475 & 7-1255-431-00-137-004-0-425	

Authorized Signature	Printed Name	Department	Date
J. Flores (VT)	J. M. Flores Jr.	P.C.#3	3/9/09

E-MAILED
Sheila C. Hall

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Oscar Garza
Hidalgo County Precinct No. 4
Attn: Juan M. Carranza

FROM: Eric Trevino, Buyer E.T.
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES"

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext 4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) ProTech Pest Control	Base on Lowest price overall
2.) ORKIN, Inc.	Base on Lowest price on bees
3.) ProTech Pest Control	Base on Lowest price termite
Budget account # -	

Juan M. Carranza Juan M. Carranza Pct 4 3/23/09
Authorized Signature Printed Name Department Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: March 4, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY - PEST CONTROL SERVICES"

BID NO.: 2009-010-03-04-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Valley Pest Management Attn: Judith Abrecon	TR	ERT	02/17/09	PO Box 5041 McAllen, Tx 78502 (956) 668-7378 office (956) -fax valleypestmgt@aol.com
Terminix International Attn: Jared Anderson	BLM	ERT	02/17/09	8002 Westway Drive Harlingen, Tx 78550 (956)430-0700 office (956)421-3145-fax Tmx2410@terminix.com janderson@terminix.com
Pro-Tech Pest Control Attn: Raul Martinez	BLM	ERT	02/17/09	P.O. Box 4254 McAllen, Tx 78502 (956) 702-3876-office (956)702-7040-fax Ptpestcontrol@hotmail.com
Lone Star State Pest Control, Inc. Attn: Justin Ramsey	BLM	ERT	02/17/09	507 E. Schunior St. Edinburg, TX 78539 (956)383-2511 office (956)383-2516 fax (956)605-7378 cell lonestarpc@sbcglobal.net
Esparza Pest Control Attn: Rick Valderas	BLM	ERT	02/17/09	5602 S. Sugar Rd. Edinburg, TX 78539 (956)383-4621office (956)702-0000 fax service@epestinc.com
Mid-Valley Pest Control Attn: Benito Campos	BLM	ERT	02/17/09	8002 E. Curry Edinburg, Tx 78539 (956)383-2651 office (956)383-4220 fax Themartian12@sbcglobal.net
Orkin Pest Control Attn: John Zamora	BLM	ERT	02/17/09	222 Hanmore Blvd Harlingen, Tx 78550 (956)423-7196 office (956)412-1532 fax Jzamora1@orkin.com
Ecolab Inc. Attn: Dianne Ferris	EMR	ERT	02/17/09	370 Wabasha Street North – EUC 13 St. Paul, MN 55102-1390 (651) 293-2674 office (651) 293-2682 fax Dianne.ferris@ecolab.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO: 2009-010-03-04-ERT
TABULATION SHEET
2008-2009

DEPARTMENTS		VENDORS		
		PRO-TECH PEST CONTROL	ORKIN, INC	MID VALLEY PEST CONTROL
		PROPOSED 2009	PROPOSED 2009	PROPOSED 2009
Hidalgo County Buildings and Grounds	TOTAL PER MONTH	**$1,410.00**	$5,646.00	$2,130.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 1	TOTAL PER MONTH	**$170.00**	$417.00	$195.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 2	TOTAL PER MONTH	**$210.00**	$656.00	$230.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 3	TOTAL PER MONTH	**$150.00**	$475.00	$210.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 4	TOTAL PER MONTH	**$80.00**	$236.00	$90.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Grand Total		**$2,020.00**	$7,430.00	$2,855.00
BEE ERADICATION		Real Call $400.00 False Call $50.00	**Real Call $90.00** **False Call $0.00**	Real Call $150.00 False Call $50.00
TERMITE TREATMENT		**$2.60 per linear ft. (LF)**	Upon request per treatment	$2.60 per linear ft. (LF) $225 minimum per treatment

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-010-03-31

THIS CONTRACT is made and entered into this **31st** day of **March, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Jose Raul Martinez, Jr. d/b/a Pro-Tech Pest Control** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Pest Control Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing upon approval of Commissioner's Court and expiring on **March 30, 2010** and may be extended at the sole discretion of the County for an additional two (2) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	Pro-Tech Pest Control Attn: Raul Martinez P.O. Box 4254 McAllen, Texas 78502

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By: Antonio Mendoza
Antonio Mendoza, Assistant District Attorney

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Pro-Tech Pest Control

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2009-010-03-04-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 9 pages.**
3. **Exhibit "A" Specifications consisting of 9 page.**
4. **Exhibit "B" Bid Page consisting of 5 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certification Regarding Debarment, consist of 1 page.**
10. **Draft Service Contract, consisting of 6 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 17, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 17, 2009

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Pest Control Services"**
Bid No: 2009-010-03-04-ERT

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar PC

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No:2009-010-03-04-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext 4882

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:

March 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2009-010-03-04-ERT**

1. Sealed bids will be received for **"HIDALGO COUNTY – PEST CONTROL SERVICES "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2009-010-03-04-ERT- HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas,**on or before 9:30 A.M, WEDNESDAY, MARCH 04, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2009-010-03-04-ERT--HIDALGO COUNTY-PEST CONTROL SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY-PEST CONTROL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  2808 S. Business Hwy 281
  Edinburg, Tx 78539
  (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**March 04, 2009**
Award of Contract	, 2009
Commence Work or Deliver Products	**, 2009**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within

County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: 2009-010-03-04-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SPECIFICATIONS

SCOPE OF SERVICES:

The purpose of this purchase specification (hereinafter specification) is to place into operation a Comprehensive Pest Control Service. The terms and conditions of these specifications will be incorporated into and become an essential part of the contract between Hidalgo County and the Vendor. The scope of services shall consist of the vendor providing Comprehensive Pest Control Program for all flying or crawling insects, mammals', rodents etc. at designated County Facilities.

REQUIREMENTS/SPECIFICATIONS:

1. The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

2. Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

3. When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

4. Services will be performed by the Vendor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

5. It is intended that the pest control service will be within Hidalgo County and shall have the option to be award to a "primary" and "secondary" vendor. Exhibit "A & B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.**

6. Walk through's may be scheduled upon Vendors request.

7. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.

8. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

9. Additional services include bee eradication and/or termite treatment.

10. Termite checks must also be included and findings provided to the Hidalgo County Buildings and Grounds Department Director; however, termite treatment will be done on an as-needed basis.

11. Termite Inspection/Control Treatment shall be on a per call basis.

12. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.

13. Each pesticide product or device shall be registered by the EPA and/or the Texas Department of Agriculture for termite control and shall be approved by the Structural Pest Control Board.

14. Termite Control Work for subterranean Termite Post Construction Treatment, subterranean Termite Pre-Construction, Partial Treatment, and Spot Treatment, shall be in accordance with the Structural Pest Control Act.

15. Contractor shall submit a disclosure document Statement and cost Estimate as outlined by the State of Texas Structural Pest Control Board treatment Standards for Termite Control, to Hidalgo County Buildings and Grounds Department. Before conducting any termite treatment

16. Once Hidalgo County Buildings and Grounds have approved the Disclosure Document Statement and Cost Estimate, a purchase order will be issued by the Hidalgo County Purchasing Agent.

17. The vendor shall furnish all labor, materials, equipment, and supervision necessary for the eradication of bees as per calls referred to it by the Hidalgo County Health Department. It is specifically understood and agreed that all services provided under this agreement must be based upon calls received. On an as needed basis.

VENDOR RESPONSIBILITIES:

1. The Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

2. The Vendor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

3. A copy of this signed statement must be included with each monthly invoice.

4. The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

5. The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

6. The Vendor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

7. The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

8. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply

with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

VENDOR(S) QUALIFICATIONS:

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years.

2. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

3. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

4. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

SERVICE SCHEDULE:

1. At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to begin service for Hidalgo County.

2. Vendor shall furnish Hidalgo County Buildings and Grounds a monthly schedule of dates and how many times the area was serviced.

3. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work.

4. **Revisions may be made in the event a building is added or deleted from the services.** Due to new Facilities becoming available during the term of this bid, listed sites will change.

5. Vendor will not perform any services or deliver any times until a purchase order number is assigned by the designated employee of the department. Vendor will reference contract number and purchase order number on all invoices submitted to Hidalgo County Auditor's Office. The County will not be held responsible for payment of items/services delivered without authorized purchase orders.

WORK HOURS:

1. All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

SPECIAL SERVICE DUE TO RE-INFESTATION:

1. Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County.

2. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

1. Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County.

2. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

3. Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public.

4. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

5. Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

6. Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

BUILDING RESTRICTIONS:

Parking:

1. Vendor shall make arrangements with the authorized Hidalgo County Representative prior to offloading equipment at the job site.
2. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Representative.

Restrooms:

1. Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals.
2. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:

1. Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

CONTRACT PRICE:

1. An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

2. Additional sites will be priced based on square footage.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the

rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

INVOICING:

1. All invoices submitted by Vendor must reference the purchaser order number(s) and contract number on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO eric.trevino@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 25, 2009@ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **FRIDAY, February 27, 2009 @ 5:00 P.M..**

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SERVICE SITE LIST

The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855
956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. Elsa, Texas
19	Health/WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Separately) 1124 N. M Road Edinburg, Texas	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Buildings and Grounds -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx				

-OTHER COUNTY SITES:

50	**ADDITIONAL COUNTY BUILDINGS (PRICE PER SQ. FT./ MONTH)**	
	HIDALGO COUNTY PRECINCT NO. 1 SITES:	**BILLING ADDRESS:**
1.	1902 Joe Stephens- Weslaco, Texas	1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios/Noe Montez 956-968-8733
2.	Precinct No. 1 Parks Office- Delta Lake & shop	
3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx	
4.	Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx	
5.	Sunrise Hill- Pavilion, Weslaco, Tx	
6.	Veterans Park Facilities, Monte Alto, Tx	
7.	Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	
	HIDALGO COUNTY PRECINCT NO. 2 SITES:	**BILLING ADDRESS:**
1.	Corner of State & Birch- 301 E. State - Pharr	301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891
2.	Corner of State & Corner Office- 329 E. State- Pharr	
3.	Mechanic Precinct No. 2 Shop- 329 E. State- Pharr	
4.	Cypress Street- 109 N. Cypress- Pharr	
5.	Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281	
6.	McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen	
7.	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen	
8.	McAllen House- 301 E. Hackberry- #HSE- McAllen	
9.	Pharr-Lopezville-Rodríguez & Minnesota (RR)	
10.	Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	
	HIDALGO COUNTY PRECINCT NO. 3 SITES:	**BILLING ADDRESS:**
1.	Veteran Pavilion- 1 Mile South Inspiration Road- Mission	724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509
2.	Barbecue House, 1 Mile South Inspiration Road- Mission	
3.	Los Ebanos Pavilion- Los Ebanos	
4.	Anzalduas Park Office, 6 Miles South Conway- Mission	
5.	Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission	
6.	Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd	
7.	Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	
	HIDALGO COUNTY PRECINCT NO. 4 SITES:	**BILLING ADDRESS:**
1.	Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx	1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112
2.	Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx	
3.	Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx	
4.	Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx	

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB: 2009-010-03-04-ERT

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	STES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	2	Courthouse 100 N. Closner Edinburg, Texas	$	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$	6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	9	Extension Service 410 N. 13th Edinburg, Texas	$
10	DPS 410 N. 13th Edinburg, Texas	$	11	Health Department 1304 S. 25th Street Weslaco, Texas	$	12	McAllen License 300 E. Hackberry McAllen, Texas	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	20	Mission License 722 Breyfogle Mission, Texas	$	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	24	JP Office 1902 Joe Stephens Weslaco, Texas	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	30	430th District Court 111 South 9th Street Edinburg, Texas	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$	5.	Sunrise Hill-Pavilion Weslaco, Tx	$	6	Veteran Park Facilities Monte Alto, Tx	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	$	3.	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$
4	Cypress Street- 109 N. Cypress Pharr, Tx	$	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$
7.	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	9.	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1.	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	3	Los Ebanos Pavilion- Los Ebanos, TX	$
4.	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	5.	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	6.	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$
7.	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	$	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	$	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	$	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	$	sq. ft.
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	$	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	$	sq. ft.
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	$	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	$	sq. ft.
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	$	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	$	sq. ft
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	$	sq. ft
ADDITIONAL SERVICES:		

	PRICE PER EACH CALL	TOTAL PRICE
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds 2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$_____ $_____	$_____ $_____
TERMITE TREATMENT:	$_____ per treatment	

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____ FAX NUMBER:_____

E-MAIL ADDRESS:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____ TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address: Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _______

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

BIDDER'S NAME: Pro-Tech Pest Control

ADDRESS: P.O. Box 4254

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE NUMBER: (956) 686-9998 FAX NUMBER: —

E-MAIL ADDRESS: ptpest control@hotmail.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Raul Martinez TITLE: OWNER

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	STES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$ 30	2	Courthouse 100 N. Closner Edinburg, Texas	$ 40	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 40
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 20	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$ 20	6	Precinct No. 3-Offices(Fn/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 30
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 20	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 20	9	Extension Service 410 N. 13th Edinburg, Texas	$ 20
10	DPS 410 N. 13th Edinburg, Texas	$ 20	11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 20	12	McAllen License 300 E. Hackberry McAllen, Texas	$ 20
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 30	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 20	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 20
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 30	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 20	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 40
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 30	20	Mission License 722 Breyfogle Mission, Texas	$ 20	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 20
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 20	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 30	24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 20
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$ 20	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 50	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 50
28	Health /WIC Clinic 213 South Schuerbach Mission, Tx	$ 30	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 50	30	430th District Court 111 South 9th Street Edinburg, Texas	$ 20
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 20	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 60	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$ 20
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$ 20	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 40	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 40
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 20	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$ 20	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 20
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$ 10	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$ 20	42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$ 140

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$ 20	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 20	45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 30
46	County Clerks- Document Storage (f/w/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 20	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$ 20	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 30
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 20						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$ 20	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 30	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$ 20
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$ 30	5.	Sunrise Hill-Pavilion Weslaco, Tx	$ 30	6	Veteran Park Facilities Monte Alto, Tx	$ 20
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$ 20						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$ 20	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	$ 20	3.	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$ 20
4	Cypress Street- 109 N. Cypress Pharr, Tx	$ 20	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 30	6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$ 20
7.	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$ 20	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 20	9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 20
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 20						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1.	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 20	2.	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 20	3	Los Ebanos Pavilion- Los Ebanos, TX	$ 20
4.	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$ 20	5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 20	6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$ 30
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$ 20						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112	
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 20	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 20	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 20
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$ 20						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	$	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	$ 1410.00	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	$ 170.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	$ 210.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	$ 150.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	$ 80.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	$ .02	sq. ft
ADDITIONAL SERVICES:		
	PRICE PER EACH CALL	**TOTAL PRICE**
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds 2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$ 400.00 $ 50.00	$ 400.00 $ 50.00
TERMITE TREATMENT: *	$ 2.60 L.F per treatment	

* measured & priced by Linear Footage

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2009

PRODUCER
Hooper & Hines Insurance
P.O. Box 551506
Dallas TX 75355-1506
(214) 327-6377

INSURED
Pro-Tech Pest Control
Jose Raul Martinez Jr.
P.O. Box 4254
McAllen TX 78502-4254

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Tudor Insurance Co.	37982
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PGL780732	01/29/2009	01/29/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PEST CONTROL SERVICES PERFORMED BY THE INSURED

AI 016208

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARY MALDONADO
2802 S. HWY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2009

PRODUCER
Singleterry Insurance
3401 W. Alberta rd
Edinburg, texas 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Jose Raul Martinez Jr. DBA: Protech Pest Control
PO BOX 4254
Mcallen, Tx 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ALLSTATE INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 300,000
✓		SCHEDULED AUTOS	048799597	12/14/2008	12/14/2009		
		HIRED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$ 500,000
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-010A-03-31

THIS CONTRACT is made and entered into this **31st** day of **March, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Orkin, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Pest Control Services" (Bee Eradication Only)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing upon approval of Commissioner's Court and expiring on **March 30, 2010** and may be extended at the sole discretion of the County for an additional two (2) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written

invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: Orkin, Inc.
Attn: John Zamora
222 Hanmore Blvd.
Harlingen, Texas 78550

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By: Antonio Mendoza
Antonio Mendoza, Assistant District Attorney

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Orkin, Inc.

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2009-010-03-04-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 9 pages.**
3. **Exhibit "A" Specifications consisting of 9 page.**
4. **Exhibit "B" Bid Page consisting of 5 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certification Regarding Debarment, consist of 1 page.**
10. **Draft Service Contract, consisting of 6 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 17, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 17, 2009

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Pest Control Services"**
Bid No: 2009-010-03-04-ERT

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No:2009-010-03-04-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext 4882

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:

March 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2009-010-03-04-ERT**

1. Sealed bids will be received for **"HIDALGO COUNTY – PEST CONTROL SERVICES "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2009-010-03-04-ERT- HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas,**on or before 9:30 A.M, WEDNESDAY, MARCH 04, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2009-010-03-04-ERT--HIDALGO COUNTY-PEST CONTROL SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY-PEST CONTROL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**March 04, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, **2009**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within

County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: 2009-010-03-04-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SPECIFICATIONS

SCOPE OF SERVICES:

The purpose of this purchase specification (hereinafter specification) is to place into operation a Comprehensive Pest Control Service. The terms and conditions of these specifications will be incorporated into and become an essential part of the contract between Hidalgo County and the Vendor. The scope of services shall consist of the vendor providing Comprehensive Pest Control Program for all flying or crawling insects, mammals', rodents etc. at designated County Facilities.

REQUIREMENTS/SPECIFICATIONS:

1. The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

2. Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

3. When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

4. Services will be performed by the Vendor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

5. It is intended that the pest control service will be within Hidalgo County and shall have the option to be award to a "primary" and "secondary" vendor. Exhibit "A & B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.**

6. Walk through's may be scheduled upon Vendors request.

7. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.

8. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

9. Additional services include bee eradication and/or termite treatment.

10. Termite checks must also be included and findings provided to the Hidalgo County Buildings and Grounds Department Director; however, termite treatment will be done on an as-needed basis.

11. Termite Inspection/Control Treatment shall be on a per call basis.

12. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.

13. Each pesticide product or device shall be registered by the EPA and/or the Texas Department of Agriculture for termite control and shall be approved by the Structural Pest Control Board.

14. Termite Control Work for subterranean Termite Post Construction Treatment, subterranean Termite Pre-Construction, Partial Treatment, and Spot Treatment, shall be in accordance with the Structural Pest Control Act.

15. Contractor shall submit a disclosure document Statement and cost Estimate as outlined by the State of Texas Structural Pest Control Board treatment Standards for Termite Control, to Hidalgo County Buildings and Grounds Department. Before conducting any termite treatment

16. Once Hidalgo County Buildings and Grounds have approved the Disclosure Document Statement and Cost Estimate, a purchase order will be issued by the Hidalgo County Purchasing Agent.

17. The vendor shall furnish all labor, materials, equipment, and supervision necessary for the eradication of bees as per calls referred to it by the Hidalgo County Health Department. It is specifically understood and agreed that all services provided under this agreement must be based upon calls received. On an as needed basis.

VENDOR RESPONSIBILITIES:

1. The Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

2. The Vendor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

3. A copy of this signed statement must be included with each monthly invoice.

4. The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

5. The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

6. The Vendor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

7. The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

8. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply

with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

VENDOR(S) QUALIFICATIONS:

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years.

2. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

3. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

4. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

SERVICE SCHEDULE:

1. At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to begin service for Hidalgo County.

2. Vendor shall furnish Hidalgo County Buildings and Grounds a monthly schedule of dates and how many times the area was serviced.

3. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work.

4. **Revisions may be made in the event a building is added or deleted from the services.** Due to new Facilities becoming available during the term of this bid, listed sites will change.

5. Vendor will not perform any services or deliver any times until a purchase order number is assigned by the designated employee of the department. Vendor will reference contract number and purchase order number on all invoices submitted to Hidalgo County Auditor's Office. The County will not be held responsible for payment of items/services delivered without authorized purchase orders.

WORK HOURS:

1. All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

SPECIAL SERVICE DUE TO RE-INFESTATION:

1. Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County.

2. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

1. Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County.

2. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

3. Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public.

4. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

5. Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

6. Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

BUILDING RESTRICTIONS:

Parking:

1. Vendor shall make arrangements with the authorized Hidalgo County Representative prior to offloading equipment at the job site.
2. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Representative.

Restrooms:

1. Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals.
2. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:

1. Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

CONTRACT PRICE:

1. An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

2. Additional sites will be priced based on square footage.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the

rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

INVOICING:

1. All invoices submitted by Vendor must reference the purchaser order number(s) and contract number on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO eric.trevino@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 25, 2009@ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **FRIDAY, February 27, 2009 @ 5:00 P.M..**

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SERVICE SITE LIST

The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855
956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. Elsa, Texas
19	Health/WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Separately) 1124 N. M Road Edinburg, Texas	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Buildings and Grounds -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx				

-OTHER COUNTY SITES:

50	**ADDITIONAL COUNTY BUILDINGS (PRICE PER SQ. FT./ MONTH)**	
	HIDALGO COUNTY PRECINCT NO. 1 SITES:	**BILLING ADDRESS:**
1.	1902 Joe Stephens- Weslaco, Texas	1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios/Noe Montez 956-968-8733
2.	Precinct No. 1 Parks Office- Delta Lake & shop	
3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx	
4.	Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx	
5.	Sunrise Hill- Pavilion, Weslaco, Tx	
6.	Veterans Park Facilities, Monte Alto, Tx	
7.	Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	
	HIDALGO COUNTY PRECINCT NO. 2 SITES:	**BILLING ADDRESS:**
1.	Corner of State & Birch- 301 E. State - Pharr	301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891
2.	Corner of State & Corner Office- 329 E. State- Pharr	
3.	Mechanic Precinct No. 2 Shop- 329 E. State- Pharr	
4.	Cypress Street- 109 N. Cypress- Pharr	
5.	Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281	
6.	McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen	
7.	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen	
8.	McAllen House- 301 E. Hackberry- #HSE- McAllen	
9.	Pharr-Lopezville-Rodríguez & Minnesota (RR)	
10.	Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	
	HIDALGO COUNTY PRECINCT NO. 3 SITES:	**BILLING ADDRESS:**
1.	Veteran Pavilion- 1 Mile South Inspiration Road- Mission	724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509
2.	Barbecue House, 1 Mile South Inspiration Road- Mission	
3.	Los Ebanos Pavilion- Los Ebanos	
4.	Anzalduas Park Office, 6 Miles South Conway- Mission	
5.	Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission	
6.	Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd	
7.	Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	
	HIDALGO COUNTY PRECINCT NO. 4 SITES:	**BILLING ADDRESS:**
1.	Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx	1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112
2.	Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx	
3.	Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx	
4.	Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx	

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB: 2009-010-03-04-ERT

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	STES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	2	Courthouse 100 N. Closner Edinburg, Texas	$	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$	6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	9	Extension Service 410 N. 13th Edinburg, Texas	$
10	DPS 410 N. 13th Edinburg, Texas	$	11	Health Department 1304 S. 25th Street Weslaco, Texas	$	12	McAllen License 300 E. Hackberry McAllen, Texas	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Tx	$	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	20	Mission License 722 Breyfogle Mission, Texas	$	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	24	JP Office 1902 Joe Stephens Weslaco, Texas	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	30	430th District Court 111 South 9th Street Edinburg, Texas	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	45	Buildings and Grounds – Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	48	Multi-Purpose Facility (San Juan - CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$	5.	Sunrise Hill-Pavilion Weslaco, Tx	$	6	Veteran Park Facilities Monte Alto, Tx	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	$	3.	Mechanic Precinct No. 2 Shop- 329 E State Pharr, Tx	$
4	Cypress Street- 109 N. Cypress Pharr, Tx	$	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	6.	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$
7.	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	9.	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1.	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	3.	Los Ebanos Pavilion- Los Ebanos, TX	$
4.	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	5.	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	6.	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$
7.	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	**$**	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	**$**	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	**$**	**sq. ft**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	**$**	**sq. ft**
ADDITIONAL SERVICES:		
	PRICE PER EACH CALL	**TOTAL PRICE**
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds 2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$_____ $_____	$_____ $_____
TERMITE TREATMENT:	$_____ per treatment	

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the orginally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 08/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO: 2009-010-03-04-ERT
TABULATION SHEET

VENDOR

ORKIN, INC	
Hidalgo County Buildings and Grounds	**BEE ERADICATION ONLY** Price per Real Call $ 90.00 Price per False Call $ 0.00
Hidalgo County Precinct No. 1	
Hidalgo County Precinct No. 2	
Hidalgo County Precinct No. 3	
Hidalgo County Precinct No. 4	

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956 289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg 100 E. Cano Edinburg, Texas	$ 125.00	2	Courthouse 100 N. Closner Edinburg, Texas	$ 250.00	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 50.00
4	Elections Office 301 S. 10th Ave Edinburg, Texas 78539	$ 59.00	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$ 125.00	6	Precinct No. 3-Offices(Pct.3-La Manchita) 2401 N. Moorefield Mission, Texas	$ 69.00
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 59.00	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 50.00	9	Extension Service 410 N. 13th Edinburg, Texas	$ 50.00
10	DPS 410 N. 13th Edinburg, Texas	$ 59.00	11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 50.00	12	McAllen License 300 E. Hackberry McAllen, Texas	$ 50.00
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 59.00	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 50.00	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 50.00
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 50.00	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 50.00	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 50.00
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 50.00	20	Mission License 722 Breyfogle Mission, Texas	$ 50.00	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 50.00
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 50.00	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 50.00	24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 50.00
25	Delta Bldg. (Old Jail) -Storage Bldg 3109 S. Hwy 281, -C Edinburg, Texas	$ 250.00	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 59.00	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 125.00
28	Health/WIC Clinic 211 South Schuerbach Mission, Tx	$ 50.00	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 125.00	30	430th District Court 111 South 9th Street Edinburg, Texas	$ 125.00
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 59.00	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 125.00	33	Horizon Building 224 N. 12 Ave Edinburg, Texas	$ 125.00
34	Bennet Building 216 N. 12 Ave Edinburg, Texas	$ 125.00	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 49.00	36	Administration Building (f/k/a K Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 190.00
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 59.00	38	Boy's and Girl's Club 6th St San Carlos, Texas	$ 59.00	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 50.00
40	Old Carpenters Shop 219 E. Cleb Edinburg, Texas	$ 59.00	41	Buildings and Grounds Office 3101 S. 281, Bldg -D Edinburg, Texas	$ 49.00	42	Juvenile Justice Center (approx. 140,000 sq ft) 1051 N. Doolittle Edinburg, Tx	$ 1,800.00

43	HIDTA Task Force Offices 3100 S. Closner Edinburg, TX	$ 50.00	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 20.00	45	Buildings and Grounds - Storage (4 Buildings - 9964 sq. ft. total) 3103 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 150.00
46	County Clerk's Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 50.00	47	Health WIC, Tax & Planning Offices 723 Breyfogle Mission, TX	$ 69.00	48	Multi-Purpose Facility (San Juan - CR0 Tower Bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 69.00
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 150.00						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1	Precinct No. 1 Office 1902 Joe Stephen Weslaco, Texas	$ 50.00	2	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 59.00	3	Precinct No. 1 Shop 1902 Joe Stephens (Rear)	$ 59.00
4	Precinct No. 1 (Two-2 each) Portable Buildings at Sunrise Hill Park Weslaco TX	$ 50.00	5	Sunrise Hill-Pavilion Weslaco, Tx	$ 90.00	6	Veteran Park Facilities Monte Alto, Tx	$ 59.00
7	Collection Site (Under Construction) North of Sunrise Hill Park. Weslaco, Tx	$ 50.00						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$ 59.00	2	Corner of State & Corner Office 329 E. State Pharr, Tx	$ 59.00	3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$ 59.00
4	Cypress Street 109 N. Cypress Pharr, Tx	$ 59.00	5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 125.00	6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$ 59.00
7	McAllen Les Gilmore Kitchen 301 E. Hackberry #R McAllen, Tx	$ 59.00	8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 59.00	9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 59.00
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 59.00						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 90.00	2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 59.00	3	Los Ebanos Pavilion- Los Ebanos, TX	$ 90.00
4	Arguelluas Park Office 6 Miles South Conway Mission, Tx	$ 59.00	5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 59.00	6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd Mission, Tx	$ 59.00
	Motor Pool (mechanic Shop) 7 Mile Line Between Iowa and Texan Rd Mission, TX	$ 59.00						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-393-3112	
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 59.00	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 59.00	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 59.00
4	Hidalgo Cty. Pct. 4 (New Offices) 1161 N. Doolittle Edinburg, Tx	$ 59.00						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	$ —	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	$ 7371.00	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	$ upon inspect/sq. ft.	
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	$ 471.00 ~~sq.ft.~~	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	$ upon inspection sq. ft.	
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	$ 656.00 ~~sq.ft.~~	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	$ upon inspection sq. ft.	
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	$ 475.00 ~~sq.ft.~~	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	$ upon inspection sq. ft.	
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	$ 236.00 ~~sq.ft.~~	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	$ upon Inspection sq. ft.	
ADDITIONAL SERVICES: Bird, Bat Control	upon Request	
	PRICE PER EACH CALL	**TOTAL PRICE**
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds 2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$ 90.00 $ 0	$ —— $ ——
TERMITE TREATMENT:	$ upon Request per treatment	

BIDDER'S NAME: ORKIN INC

ADDRESS: 222 Hammon Blvd

CITY/STATE/ZIP CODE: Harlingen, Tx 78550

PHONE NUMBER: 956-423-7192 FAX NUMBER: 956-412-1532

E-MAIL ADDRESS: JZAMORA1@ORKIN.COM

AUTHORIZED SIGNATURE: John Zamora

PRINTED NAME: John ZAMORA TITLE: Acct Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE 12/15/2008

PRODUCER

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A : Discover Property and Casualty Insurance	36463-002
INSURER B : ACE Property & Casualty Ins. Co.	20699-001
INSURER C : Old Republic Insurance Company	24147-001
INSURER D :	
INSURER E :	

INSURED
Rollins, Inc./Orkin, Inc./Orkin Commercial Services
2170 Piedmont Rd. NE
Atlanta, GA 30324

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☒ OCCUR ☒ Pesticide/Herbicide Coverage ☐ ____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	DOML00114	1/1/2009	1/1/2010	EACH OCCURRENCE	$1,000,000
						DAMAGES TO RENTED PREMISES (Ea occurrence)	$1,000,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$1,000,000
						PRODUCTS-COMP/OP AGG	$1,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ ____ ☐ ____	D004A00933	1/1/2009	1/1/2010	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY-EA ACCIDENT	$
						OTH-EA ACC	$
						AUTO ONLY: AGG	$
B		EXCESS LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION $50,000	XOOG24838297	1/1/2009	1/1/2010	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	MWC11575700	1/1/2009	1/1/2010	X WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$2,000,000
						E.L. DISEASE - EA EMPLOYEE	$2,000,000
						E.L. DISEASE - POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Excess Workers Compensation
Carrier: Old Republic Insurance Company
Policy Numbers: MWFEX135 FL Excess WC and MWX9458 Excess WC for All Other States
Policy Term: 1/1/2009 to 1/1/2010
Limits: $1,000,000 E.L. Each Accident Limit
$1,000,000 E.L. Disease – Each Employee Limit
$1,000,000 E.L. Disease – Policy Limit

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

AI-14740 **19.B.1.**

Requesting approval of WA#9 with L&G Engineering for Moorefield Rd-Drainage Improvement Project

CC REGULAR

Date:	03/31/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 9 (with a estimated cost of $8,488.75) for "Construction Material Testing Services for Moorefield Rd (Mile 5 North)" with L&G Engineering Laboratory, LLC, to provide engineer services to Hidalgo County Precinct No. 3. C-08-127-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-069-0-733

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

BUDGETARY IMPACT:

Avail. Balance $128,131.65 as of 03/27/09.

Attachments

Link: WA#9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2009 01:48 PM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 02:14 PM	APRV
3	Roland Garcia	Rolando Garcia	03/27/2009 12:57 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/25/2009 02:44 PM

Final Approval Date: 03/27/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-127-04-22
Work Authorization Form

WORK AUTHORIZATION NO. 09

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Pct. 3 – **Moorefield Rd** ***(from Mile 5 North)***

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$8,488.75.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.09 shall be funded through funding source:
Account No. 9-1339-431-00-123-069-0-733
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 09.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:	THE OWNER:
L&G ENGINEERING LABORATORY, LLC	HIDALGO COUNTY
_____	_____
By: Jacinto Garza	By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal

AI-14727 **19.B.2.**

SOQ's-Professional General Engineering & Construction Materials Testing
CC REGULAR

Date:	03/31/2009
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Precinct No 3 Projects.

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Precinct No 3 Projects.
1st._____; 2nd._____; 3rd. _____

C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Precinct
No 3 Projects.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services (Construction Materials Testing) in connection with Precinct No 3 Projects.

E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Professional Engineering Services (Construction Materials Testing) in connection with professional Engineering Services required for Precinct No 3 Projects.
1st._____; 2nd._____; 3rd._____;

F. Authority for the Purchasing Department to negotiate a Professional Engineer Services (Construction Materials Testing) Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Precinct No 3 Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-334

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

BUDGETARY IMPACT:

available balance as of 03/27/09; $20,000.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

available balance as of 03/27/09; $82,712.63

Attachments

Link: Grid-General Eng Svcs

Link: Gen Const Mat Testing

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2009 12:59 PM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 01:09 PM	APRV
3	Roland Garcia	Rolando Garcia	03/27/2009 03:52 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Darlene Betancourt

Started On: 03/25/2009 12:32 PM

Final Approval Date: 03/27/2009

HIDALGO COUNTY PRECINCT NO 3

FOR

Professional Engineering Services

For Precinct No. 3 Projects

GRID

ENGINEERING FIRMS

	Javier Hinojosa Engineering	**M. Garcia Engineering LLC**	**Melden & Hunt**
Evaluator No 1	**100**	**95**	**97**
Total Scores	**100**	**95**	**97**
RANKING by Commissioner's Court			

* Evaluation completed by Commissioner Joe Flores, Precinct No. 3

Commissioners Court agenda: March 31, 2009

HIDALGO COUNTY PRECINCT NO 3

FOR

Professional Engineering Services
General
Construction Materials Testing

For Precinct No. 3 Projects

GRID

ENGINEERING FIRMS
CONSTRUCTION MATERIALS TESTING

	L & G Engineering Laboratory	**Professional Service Industries**	**Terracon Consultants**
Evaluator No 1	**99**	**96**	**93**
Total Scores	**99**	**96**	**93**
RANKING by Commissioner's Court			

* Evaluation completed by Commissioner Joe Flores, Precinct No. 3

Commissioners Court agenda: March 31, 2009

AI-14782 **19.C.1.**

Pct 4- Request to sub-contract by QHA with L&G Engineering-San Carlos Drainage Improvement Project

CC REGULAR

Date:	03/31/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Pursuant to Article 14 of current agreement between Hidalgo County and Quintanilla, Headley & Associates, requesting approval to sub-contract and engage L & G Engineering Laboratory, LLC in connection with a request from Comm. Oscar Garza, Pct. 4 to include additional services to conduct geotechnical soil borings in connection with the San Carlos Drainage Improvements Project" - Contract No. C-08-477-12-09.

BACKGROUND

Contract No. C-08-477-12-09-QHA
Subcontracting Agreement by and btwn QHA & L & G Engineering

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-036-0-719

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

BUDGETARY IMPACT:

PO# 614261 available balance as of 3/27/09 $740,000.00. Funding Available as of 3-27-09

Attachments

Link: Subconsultant Agreement-QHA & L&G Engineering

Link: Contract No. C-08-477-12-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2009 10:53 AM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 12:04 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/27/2009 04:05 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Letty Saenz — Started On: 03/26/2009 03:53 PM

Final Approval Date: 03/27/2009

STANDARD FORM OF AGREEMENT
BETWEEN
ENGINEER AND CONSULTANT
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of March 16, 2009 between **Quintanilla, Headley & Associates, Inc.** (ENGINEER) and **L&G Engineering Laboratory LLC.** (CONSULTANT).

A. **ENGINEER** has made an agreement with **Hidalgo County** (OWNER), which is herein referred to as the Prime Agreement and which provides for ENGINEER performing professional services in connection with the Project described therein.

B. The professional services which ENGINEER has employed CONSULTANT to perform under this Agreement between ENGINEER and CONSULTANT are generally described as follows:

> "The ENGINEER agrees to employ the CONSULTANT and the CONSULTANT agrees to provide consulting services in connection with the Project as identified in each work authorization issued and identified in Attachment B "Scope of Services" and as stated in Section 1 – "Basic Services of CONSULTANT" of this Agreement and for having rendered such services, the ENGINEER agrees to pay to the CONSULTANT compensation as stated in Section 5 of this Agreement "Payments to CONSULTANT".

ENGINEER and CONSULTANT agree as set forth below.

CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as ENGINEER'S independent CONSULTANT for this Part of the Project shall be responsible for the means and methods used in performing services under this Agreement and are not a joint-venture with ENGINEER. ENGINEER shall be the general administrator and coordinator of CONSULTANT's services for the Project, and shall facilitate the exchange of information among the independent professional associates and consultants employed by ENGINEER for the Project as necessary for the coordination of their services.

[The Remainder of this page was left blank intentionally]

ENGINEER and CONSULTANT hereby agree as set forth below:

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 As this Agreement is of a Work Authorization format, CONSULTANT shall provide for ENGINEER the basic consulting services described in detail in each work authorization entitled "Services to be provided by the CONSULTANT ". Basic Services will be paid for by ENGINEER as indicated in each work authorization, Section 5 hereof. The ENGINEER shall prepare and issue work authorizations to authorize the CONSULTANT to perform one or more work tasks. Each work authorization shall include a description of the work to be performed, including a description of the tasks and milestones, a work schedule and a lump sum amount agreed upon by the ENGINEER and the CONSULTANT. The lump sum payable for a work authorization shall be supported by the estimated cost of each work task as described in the work authorization. The work authorization will not waive the ENGINEERS'S And the CONSULTANT 'S responsibilities and obligations established in this contract. The executed work authorizations(s) shall become pat of this contract. The CONSULTANT shall at CONSULTANT's own expense obtain all data and information (other than that referred to in the work authorization) necessary for the performance of CONSULTANT's services. CONSULTANT is responsible to see that the documents prepared by CONSULTANT and the services CONSULTANT renders hereunder conform to the applicable laws, rules, regulations, ordinances, codes, orders and special requirements of the place where the Project is located. All of CONSULTANT's communications to or with ENGINEER's other independent professional associates and consultants will be through or with knowledge of ENGINEER.

Upon satisfactory completion of the work authorization, the CONSULTANT shall submit the deliverables as specified in the executed work authorization to the ENGINEER for review and acceptance.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 If authorized in writing by ENGINEER, CONSULTANT shall provide Additional Services which are not included as part of Basic Services. A fee schedule/proposal for additional services will be provided by CONSULTANT for such services.

SECTION 3 - ENGINEER'S RESPONSIBILITIES

ENGINEER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Provide all criteria and full information pertinent to CONSULTANT 's services hereunder as to OWNER'S and ENGINEER'S requirements for This Part of the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER and ENGINEER will require to be included in Drawings and Specifications to be furnished by CONSULTANT under this Agreement, if any. CONSULTANT shall request from ENGINEER such information required for performance of CONSULTANT's assignment(s).

3.2 Make available to CONSULTANT all materials from ENGINEER which are relevant to the project and associated to the services to be provided by the CONSULTANT (Roadway Maps, Traffic Volumes, Specifications, etc.) and other information, interpretations and data which were prepared by ENGINEER, or by others which ENGINEER knows are reasonably available to ENGINEER, and which ENGINEER and CONSULTANT consider pertinent to CONSULTANT 's responsibilities hereunder, all of which CONSULTANT may rely upon in performing services hereunder except as may be specifically

provided otherwise in writing. CONSULTANT assumes responsibility for improper use of this information.

3.3 Request ENGINEER to arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services under this Agreement.

3.4 Consult with CONSULTANT before issuing interpretations or clarifications of documents furnished by CONSULTANT, and obtain written consent of CONSULTANT before acting upon shop drawings, samples of other submittals of construction contractors or change orders affecting This Part of the Project, and assume full responsibility for any such action taken without such consultation or consent.

3.5 Prior to acceptance of any contractor or subcontractor proposed for This Part of the Project, consult with CONSULTANT to determine if CONSULTANT, after due investigation, has reasonable objection to any such contractor or subcontractor.

3.6 Furnish to CONSULTANT a copy of bidding documents and such other construction contract data as pertain to CONSULTANT's services.

3.7 Give prompt written notice to CONSULTANT whenever ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services affecting This Part of the Project.

3.8 Advise CONSULTANT of the identity of other independent professional associates or consultants participating in the design of This Part of the Project and the scope of their services.

3.9 The information and services to be provided by ENGINEER under this Section 3 will be without cost to CONSULTANT.

3.10 Obtain all necessary approvals and signatures for CONSULTANT's work from utility companies.

SECTION 4 - PERIOD OF SERVICE

4.1 **Time Period.**

4.1.1 CONSULTANT recognizes that the services of ENGINEER and others involved in the Project are dependent upon the timely performance of CONSULTANT's services. Unless otherwise provided in Attachment B or elsewhere in the Agreement, CONSULTANT shall perform such services in the same character, timing and sequence as ENGINEER is required to perform services under Prime Agreement. If such periods of time or dates are exceeded through no fault of CONSULTANT, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment, subject to and in proportion to compensation, if any, ENGINEER receives from the OWNER for such. This contract shall terminate at the close of business on **March 16, 2010** unless extended by written supplemental agreement duly executed by the ENGINEER and CONSULTANT prior to the date of termination.

4.2 **Time Extensions.**

4.2.1 Upon written request of the CONSULTANT to the ENGINEER, time extensions will be allowed to the extent of any delays caused by factors beyond the control of the CONSULTANT or by the ENGINEER or by the OWNER or other agencies with whom the work must be coordinated. These time extensions are expressly contingent upon approval thereof by the ENGINEER and the OWNER.

4.3 CONSULTANT's schedule is contingent upon delivery of materials and information by ENGINEER as specified in Section 3 as well as in each work authorizations.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 **Method of Payment.**
5.1.1 ENGINEER shall pay CONSULTANT for Basic Services rendered under Section 1 more particularly described in each work authorization.

5.2 **Future Adjustment.**
5.2.1 If the general scope, extent or character of This Part of the Project is changed materially through no fault of CONSULTANT, the amount of compensation provided for herein may be subject to equitable adjustment.

5.3 **Time of Payment.**

5.3.1 CONSULTANT shall submit monthly invoices, no later than the 25th day of each month, for services rendered. The statements will reflect all allowable expenses charged to the work order as per the approved fee schedule, and shall be substantiated by all appropriate backup such as timesheets, allowable expense records, etc.

5.3.2 ENGINEER shall bill OWNER within fifteen (15) calendar days of CONSULTANT 's statement on account of CONSULTANT 's services and expenses and shall pay CONSULTANT within ten (10) calendar days of the time ENGINEER receives payment from OWNER on account thereof. It is intended that payments to CONSULTANT will be made as ENGINEER is paid by OWNER under the Prime Agreement and that ENGINEER shall exert reasonable and diligent efforts to collect prompt payment from OWNER. In no case will payment be made to CONSULTANT by ENGINEER unless and until said monies are received by ENGINEER from OWNER.

5.3.3 If ENGINEER has received an acceptable statement from CONSULTANT for services or expenses and if thereafter ENGINEER fails to pay CONSULTANT for the services and expenses covered by such statement within ten (10) calendar days after receipt of payment from OWNER for such services and expenses, then after said thirtieth day, (a) the amounts covered by such statement will be increased at the rate of 0.0333% per day from the date of receipt of payment by owner, and (b) CONSULTANT may, after giving seven days' written notice to ENGINEER, suspend services under this Agreement until payment in full of all amounts covered by CONSULTANT 's acceptable statements for services and expenses.

5.3.4 In the event of any termination, and if ENGINEER has received an acceptable statement from CONSULTANT, CONSULTANT will be paid on the basis shown in Attachment C of each work authorization for all unpaid Basic Services performed to the date of termination, and for the unpaid charges of ENGINEER approved independent professionals and consultants employed by CONSULTANT to render services on This Part of the Project to the date of termination. ENGINEER shall not be obligated to pay CONSULTANT any other termination expenses. As per paragraph 5.3.2, above, no payments will be made until monies are received by ENGINEER from OWNER.

5.4 **Reproductions and Information.**

5.4.1 CONSULTANT shall at CONSULTANT's expense furnish ENGINEER copies as stated in the scope of services of all progress reproductions and information required by ENGINEER for performance of ENGINEER's services under the Prime Agreement or for review of CONSULTANT's services while in progress.

5.4.2 ENGINEER shall at ENGINEER's expense furnish information and progress reproductions of ENGINEER's work and that of others assigned to the Project as may be required for the orderly performance of CONSULTANT's services.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

6.1.1 The obligation to provide further services under this Agreement may be terminated by CONSULTANT upon thirty days' written notice to ENGINEER in the event of substantial failure by ENGINEER to perform in accordance with the terms hereof through no fault of CONSULTANT. This Agreement may be terminated by ENGINEER with or without cause upon fifteen days' written notice to CONSULTANT.

6.1.2 Upon Notice of Termination, the CONSULTANT shall thereupon cease all work under this agreement to the extent required, and shall inform his employees to turn over to the ENGINEER all completed work and work in progress and upon the basis expressed in this Agreement, be compensated for all work performed to the date of termination.

6.1.3 CONSULTANT understands that failure to complete assignments within the established estimate and schedule will impact selection for additional work.

6.2 Reuse of Documents.

6.2.1 The CONSULTANT shall furnish to the ENGINEER all field notes, reports, the original tracings of all drawings and plans, maps, photographs and other materials (including, if requested by the ENGINEER, design computations, design sketches and review drawings) prepared pursuant to this contract (hereinafter collectively referred to as "documents") for delivery to the ENGINEER. The originals of such documents shall be and remain the property of the ENGINEER.

6.3 Records.

6.3.1 Fiscal records of CONSULTANT pertinent to CONSULTANT's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.

6.3.2 CONSULTANT shall maintain all records (fiscal and other) and design calculations on file in legible form. A copy of these shall be available to ENGINEER at CONSULTANT's expense and the originals shall not be disposed of by CONSULTANT until after sixty days' prior written notice to ENGINEER.

6.3.3 CONSULTANT's records and design calculations will be available for examination and audit if and as required by the Prime Agreement. CONSULTANT shall retain such records for not less than three (3) years after the cessation of the Prime Agreement.

6.4 Insurance.

6.4.1 CONSULTANT and any of CONSULTANT's subcontractors shall each procure and maintain insurance for the protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules regulations, ordinances, codes or orders, as well as insurance covering Professional Errors and Omissions. Certificates indicating that all such insurance is in effect will be provided to the ENGINEER by the CONSULTANT.

The following insurance limits shall be provided:

(a) Worker's Compensation and Employer's Liability Insurance as required under laws applicable to the work which shall cover all the CONSULTANT's employees engaged in the work.

$500,000 each accident
$500,000 each employee for disease
$500,000 policy limit for disease

(b) Commercial General Liability Insurance coverage with limits not less than $1,000,000 general aggregate and $1,000,000 per occurrence, with coverage extended for:

(i) Premises-Operations Liability;
(ii) Contractual Liability covering the CONSULTANT's indemnification obligation contained herein;
(iii) Personal Injury Liability extending to claims arising from employees of CONSULTANT .

(c) Business Automobile Liability Insurance covering all owned, hired, and non-owned automobiles used in connection with the work, with limits not less that $1,000,000 combined single limit.

(d) Professional Errors and Omissions Insurance, with a limit of not less than $1,000,000.

(e) Waiver of subrogation in favor of **Hidalgo County and Engineer** except for (d).

(f) **Engineer and Hidalgo County** to be named as additional insured, except for (a) & (d).

Certificates evidencing such insurance coverage shall be delivered to the ENGINEER prior to commencement of any work under this Agreement. Such certificates shall contain a provision that coverage under such policies will not be canceled until at least thirty (30) days' prior written notice has been given to the ENGINEER.

6.5 **Indemnity.**

6.5.1 The CONSULTANT shall indemnify and hold harmless the ENGINEER from and against all liabilities, expenses and costs (including attorney's fees) incurred in connection with claim asserted against the ENGINEER by action in court or otherwise, by reason of or in connection with any negligent act on the part of any copyright or patent rights arising out of the use or adoption of any designs or specifications furnished by the CONSULTANT.

6.5.2 It is understood and agreed that the CONSULTANT is not an agent of the ENGINEER, but instead is an independent contractor with full control over all details of work undertaken by the CONSULTANT.

6.5.3 CONSULTANT shall defend, indemnify, and hold harmless the ENGINEER, its officers, managers, directors, employees and agents, from and against claims, demands or causes of action, losses, damages, or liabilities, (including but not limited to costs, expenses or reasonable attorneys' fees incurred by ENGINEER, its officers, managers, directors, employees and agents) which may be made or asserted by CONSULTANT, CONSULTANT's officers, directors, employees or agents or which may be made by

any third party (including but not limited to ENGINEER's managers, officers, directors, employees or agents), on account of personal injury, death or property damage caused by arising out of, or in any way incidental to or in connection with negligence in the performance of the work hereunder, including but not limited to, those situations where personal injury, death or property damage (or liability therefor) was caused by the negligence or misconduct of the CONSULTANT, CONSULTANT's suppliers (or any of their respective employees and agents). However, CONSULTANT shall not indemnify or hold harmless ENGINEER, its officers, managers, directors, employees and agents from any claims, demands or causes of action caused by sole negligence or misconduct by ENGINEER.

6.5.4 Where personal injury, death, or loss of or damage to property referred to in the immediately preceding paragraph is the result of the joint negligence or misconduct of ENGINEER and CONSULTANT , then each party's duty of indemnification and responsibility for defense costs shall be in proportion to its allocable share of such joint negligence or misconduct.

6.6 **Controlling Law.**

6.6.1 This Agreement is to be governed by the law of the principal place of business of ENGINEER.

6.7 **Successors and Assigns.**

6.7.1 ENGINEER and CONSULTANT each is hereby bound, and the partners, successors, executors, administrators, and legal representatives of each, to the extent permitted by paragraph 6.7.2. The assigns of ENGINEER and CONSULTANT are hereby bound, to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.7.2 Neither ENGINEER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than ENGINEER and CONSULTANT and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of ENGINEER and CONSULTANT and not for the benefit of any other party.

6.8 **Delegation of Duties.**

6.8.1 CONSULTANT may employ such other independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder with the prior written consent of ENGINEER.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 **Special Provisions.**

7.1.1 This Agreement is subject to the following special provisions.

7.2 **Notice to Proceed.**

7.2.1 **No professional services of any nature shall be undertaken by the CONSULTANT under this Agreement until a written Notice to Proceed is issued by the ENGINEER.**

7.3 **Coordination with the ENGINEER.**

7.3.1 The CONSULTANT shall hold periodic conferences with the ENGINEER to the end that this Part of the Project, as perfected, shall have full benefit of the ENGINEER's experience and knowledge of existing needs and facilities and be consistent with the Owner's current policies and construction standards. To implement this coordination, the ENGINEER shall make available as necessary to the CONSULTANT for use in planning this part of the Project, any information relative to the performance of this Part of the Project.

7.3.2 The ENGINEER may require interim submittals of CONSULTANT's work on an "as needed" or monthly basis to monitor progress of this Part of the Project.

7.4 **Hold Harmless Clause.**

7.4.1 The CONSULTANT shall assume liability for its Professional Services and indemnify and hold harmless the ENGINEER and the OWNER arising out of the negligent acts, error or omissions of the CONSULTANT as follows:

1. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all service furnished by the CONSULTANT under this Agreement.

2. The CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable OWNER/ENGINEER requirements.

7.5. This Agreement (consisting of pages 1 to 8 inclusive) together with the Exhibits identified above constitute the entire agreement between ENGINEER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER:

QUINTANILLA, HEADLEY & ASSOCIATES INC.

By: _____

Alfonso Quintanilla P.E.
Typed or Printed Name

President
Title

Date: 3-16-09

Address for Giving Notices:

124 E. Stubbs

Edinburg, Texas 78539

CONSULTANT:

L&G ENGINEERING LABORATORY LLC

By: _____

Jacinto Garza P.E.
Typed or Printed Name

President
Title

Date: 3-16-09

Address for Giving Notices:

2100 West Expressway 83

Mercedes, Texas 78570

Client#: 11802 LGCONSU

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/13/09

PRODUCER
Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L & G Consulting Engineers Inc
dba L & G Engineering
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fidelity & Guaranty Insurance Compan	35386
INSURER B: SOUTHERN VANGUARD INSURANCE COMPANY	
INSURER C: Ace American Insurance Company	22667
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	EACH OCCURRENCE	$2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$4,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000268001	07/23/08	07/23/09	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
C		OTHER Professional	EONG2363384A002	07/20/08	07/20/09	$1,000,000 ea. claim $1,000,000 Aggregate $15,000 ded. ea. Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **

First Supplemental Name applies to all policies - L & G Consulting Engineers Inc; San Jacinto Enterprises, LLC

(See Attached Descriptions)

CERTIFICATE HOLDER

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

A Waiver of subrogation in favor of Hidalgo County & Quintanilla, Headley & Associates, Inc. applies on all policies except on Professional Liability policy Quintanilla Headley & Associates, Inc and Hidalgo County are named as additional insured under the General Liability, & Business Auto policies.

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Contract Agreement, executed on MARCH 24, 2009 hereinafter identified as the "Contract", entered into by and between **Quintanilla, Headley & Associates, Inc** ("Engineer"), and **L&G Engineering Laboratory LLC., ("Consultant")**.

PART 1. The Consultant will perform the following consulting and related services for the

The scope of work for consulting services identified in the Exhibit B "Services to be provided by the Consultant"

PART 2. The maximum amount payable for services under this Work Authorization is ***$62,900.00*** . This amount is based upon the following budget: *See Exhibit "D" – Fee Schedule*

PART 3. Payment to the Consultant for the services established under this Work Authorization shall be made in accordance with the terms and conditions of the subject Contract Agreement.

PART 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of project unless extended by a Supplemental Work Authorization as provided in the Contract.

PART 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

PART 6. This Work Authorization is hereby accepted and acknowledged below.

QUINTANILLA, HEADLEY & ASSOCIATES, INC.	**L&G Engineering Laboratory LLC.**
By:	By:
Alfonso Quintanilla, P.E.	Jacinto Garza P.E.
Typed or Printed Name	Typed or Printed Name
Project Manager	President
Title	Title
3-24-09	3-24-09
Date	Date

LIST OF EXHIBITS
Exhibit A "Services to be Provided by the Engineer" OMITTED
Exhibit B "Services to be provided by the Consultant
Exhibit C "Project Schedule" OMITTED
Exhibit D "Fee Schedule"

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of ***to provide Geotechnical Engineering Services for the San Carlos Drain Project.***

OMITTED

EXHIBIT "B"

Services to be Provided by the Laboratory

The work to be furnished by the **Laboratory** under this work authorization is ***to provide Geotechnical Engineering services for the San Carlos Drain Project*** in Hidalgo County, Texas, known as the **Project**.

The **Laboratory** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified to be provided by the **Owner**.

The **Laboratory** will develop/submit a work schedule (as required in ARTICLE 2.3 of the Agreement) that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **ATTACHMENT "C"**.

Specific activities to be performed by the **Laboratory** include the following:

I. Drilling Services

Based on a meeting with the Owner, and correspondence from **Quintanilla, Headley and Associates,** the project will consist of drilling and sampling subsurface materials for a total of thirty-seven (37) twenty foot (20') borings within the proposed project.

Upon receipt of a vicinity map indicating the general site locations, the boring locations the **Owner** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Owner** will be responsible to provide any necessary permits or authorization to egress areas (right of entry) where the borings are to be drilled. All borings will be located in the field by a representative of the **Owner**.

The borings will be advanced to the depth noted above and the in-situ soil testing will be performed in general accordance with ASTM Standards. The soil will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Laboratory** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to the **Laboratory**'s soils laboratory.

Drilling services will include a 24-hour water level reading at each boring location. Following completion of drilling, sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there are not enough soil cuttings available, clean sand will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Regrading the site or portions of the site after drilling activities are completed;
- ite safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Laboratory** will notify the Owner should these services become necessary to complete field exploration activities, and if approved by the Owner, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Laboratory Testing Services

Geotechnical engineering laboratory tests will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

(1) Atterberg Limits (ASTM D4318). This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (ASTM D422) This procedure will be used to aid in the classifying of the soil. Testing will be dependent of the type of soil and can vary from a single sieve to a nest of sieves. A No. 200 sieve will be used for fine grained material as well as for cohesive soils.

(3) Hydrometer Analysis. This procedure will be utilized to determine the grain size distribution for particles smaller than 0.075mm (No. 200) by the use of a Hydrometer (ASTM D422) L&G will provide D50 material sizes for Scour Analysis.

(4) Unconfined Compression (ASTM D2166). This procedure covers the determination of the unconfined compressive strength of cohesive soil in the undisturbed, remolded, or compacted condition, using strain controlled application of the axial load and will provide an indication of the soil strength and compressibility. This procedure also determines the natural density of the soil which will be used in soils classification and evaluation of the soil consistency and strength.

(5) Laboratory Determination of Water (moisture) in Soil and Rock by Mass (ASTM D2216). This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(6) One Dimensional Consolidation Properties of Soil (ASTM D 2435) (Method A). This procedure will identify the magnitude and rate of consolidation of soil when it is restrained laterally and drained axially while subjected to controlled stress loading.

III. Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of our study. The findings and conclusions derived from the Engineer's analyses will be presented in a written engineering report (three (3) copies), which will be prepared by a Texas-licensed engineer, who specialize in geotechnical engineering and is familiar with the local conditions. The report will include a boring location plan, boring logs with visual classifications of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Foundation capacity curves; and
- Soil parameters that may be used in designing the planned drainage structures.
- Recommendations for foundations sizes
- Construction Issues and Recommendations

The Engineer's report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

EXHIBIT "C"
Work Schedule

The **Laboratory** will provide the deliverables for this work authorization as follows:

OMITTED

"Exhibit D"
SCHEDULE OF FEES FOR
GEOTECHNICAL SERVICES

Soil Classification Testing

Moisture Content Determination	$9.00 / Ea.
Determination of Liquid Limit of Soils	$45.00 / Ea.
Determination of Plastic Limit of Soils	$45.00 / Ea.
Atterberg Limits of Soils	$65.00 / Ea.
Bar Linear Shrinkage of Soils	$60.00 / Ea.
Sieve Analysis	
Through # 200 Sieve	$55.00 / Ea.
Finer #200 Sieve	$60.00 / Ea.
Unit Dry Weight	$35.00 / Ea.
Specific Gravity	$75.00 / Ea.

Strength / Volume Change Laboratory Testing

Unconfined Compression-Soil Shelby Tube Specimen	$50.00 / Ea.
Unconfined Compression-Rock Core Specimen	$55.00 / Ea.
Swell Test-Pressure Method	$285.00 / Ea.
Swell Test-Free Swell	$175.00 / Ea.
Consolidation Test	$475.00 / Ea.
Hydraulic Conductivity	$395.00 / Ea.

Geotechnical Field Services

Mobilization	$400.00 / Day
Stand-By Time	$175.00 / Hr.
Soil Boring / Solid Stem	$ 18.00 / Lf.
Soil Boring / Hollow Stem	$ 27.00 / Lf.
Soil Boring / Mud Rotary	$ 27.00 / Lf.
Support Truck	$ 2.00 / Mi.
Peizometer / Monitoring Well	By Quote

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$145.00 / hour
	Engineer (Staff)	$125.00 / hour
	Engineering Specialist	$90.00 /hour
	Technician (Logger)	$42.00 / hour
	Technician (Concrete)	$47.50 /hour
	Technician (Asphalt)	$47.50 / hour
	Technician (CAD)	$37.50 / hour
Expenses:	Mileage	50 cents/mile

Any project specific, third-party costs will be charged at cost plus 10 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 ½ 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 added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

L&G Engineering Laboratory, LLC
Quintanilla, Headley & Associates

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.

Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

March 26, 2009

Ms. Leticia H. Saenz
CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Re: San Carlos Drainage Improvements
Contract # C-08-477-12-09

Dear Ms. Saenz:

In order for us to finalize the design of the holding ponds for this project, we need some geotechnical work done. I have subcontracted L & G Engineering Laboratory, L.L.C. to perform this work. Attached is consultant agreement.

Please present this contract to the Hidalgo County Commissioners' Court for their consideration and approval.

Should you have any questions, please feel free to call me at (956) 381-6480

Sincerely,

Alfonso Quintanilla, P.E., R.P.L.S.
President

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-477-12-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Quintanilla, Headley & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"San Carlos Drainage Improvements"** projects **(On An As Needed Basis)** for **Hidalgo County Precinct Number 4** hereinafter referred to as the("Project").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree asfollows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-** ***Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in**EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreementexchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business **upon completion of this project** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written

notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed.

Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present

such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule,** including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 *Services*. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR**. Actual performances of service of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL**. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work**

Authorization(s) approved by the **Owner. 6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the

Engineer of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if th **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final

plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the

Owner or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to

Owner complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services

hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind ghat will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use

of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of

any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article

3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER**:
Hidalgo County	**Quintanilla, Headley & Associates, Inc.**
100 E. Cano, 2nd, Floor	**124 East Stubbs Street**
Edinburg, Texas 78539	**Edinburg, Texas 78539**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the

Owner unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 9th day of December, **2008.**

ENGINEER:
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY: _____
Alfonso Quintanilla, P.E., R.P.L.S.

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on December 9th, 2008.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

EXHIBIT A

-Scope of Services to be Provided by the Owner

Exhibit "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project.

General

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 6 of this Agreement.

3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.

4) Provide any available relevant data the Owner may have on file concerning the project.

5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreement upon work schedule prepared in accordance with Exhibit "C" attached to this Agreement.

6) Attend and participate in progress meetings as required and as coordination and conducted by the Engineer.

7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Scope of Services by Engineer

A. Preliminary Phase:

(1) Attend preliminary conferences with the Owner regarding the project.

(2) Prepare preliminary layouts, sketches and cost estimates for the Project.

(3) Furnish the Owner 2 copies of the preliminary layouts, sketches, and cost estimates.

B. Design Phase:

(1) Perform right of way research, mapping, surveying and all services related to development of right-of-way maps for the Project, and prepare right-of-way map for Owner. Any revisions to right of way map shall be made by Engineer promptly and at no cost or expense to Owner. Engineer shall immediate furnish such revised right of way map at no charge to Owner.

(2) Perform field surveys and field layouts necessary to collect information (topographic) required in the design of the Project.

(3) Perform parcel surveys, prepare metes and bounds descriptions for existing right of way and additional right of way as required by the project.

(4) Plan and supervise other surveys, soil borings, foundation investigations and tests as may be required for design.

(5) Furnish to the Owner, the engineering data necessary for applications for permits required by local, state and federal authorities.

(6) Prepare detailed contract drawings and specifications for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy and shall be submitted to the applicable state and federal agencies for approval.

(7) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

(8) Furnish to the Owner all necessary copies of approved plans, specifications, notice to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.

(9) Assist the Owner in the advertisement of the Project for bids.

(10) Assist the Owner in the opening and tabulation of bids for construction on the project, and recommend to the Owner as to the proper action on all proposals received.

(11) Assist in the preparation of formal contract documents for the award of contracts.

(12) Prepare and assist owner in preparing any reports, plans, documentations, studies or other material of any nature whatsoever, which Owner may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline.

C. Construction Phase:

(1) The Engineer shall consult and advise Owner and act as Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of Engineer as assigned in the General Conditions of the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing.

(2) All field surveys and field layouts, including construction staking and right of way staking.

(3) Consult and advise with the Owner during construction.

(4) Furnish the services of a resident Engineer and inspectors if Owner requests Engineer to do so, for continuous on-the-site inspection of construction, at Owner's expense.

(5) Check shop or working drawings furnished by contractors.

(6) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(7) Prepare, explain and submit proposed contract change orders when applicable.

(8) Supervise initial operation of the Project, following the completion of construction and supervise the necessary performance tests required by specifications.

(9) Perform, in company with the Owner's representatives, a final inspection of the Project.

(10) Revise contract drawings to show the work as actually constructed and furnish the Owner with 5 sets of prints.

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "C"

Work Schedule

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

The Engineer shall provide the deliverables for this project as follows:

- Preliminary Design – 90 days from the date of written authorization to proceed.
- Final Design – A period which may reasonably be required for the design based on a written authorization from County Commissioner.
- Construction staking – As required by contractor.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.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.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** ___.

HIDALGO COUNTY COMMISSIONER PCT. ___

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2006.

THE ENGINEER:

_____

By: Engineer

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas, III, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____
(hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2008

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	AE816091	09/19/2008	09/19/2009	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[X] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
		[X] Professional E&O				PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: PAVED / UNPAVED ROADS

AI 102649

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT 4
ATTN: OSCAR GARZA
1102 N. DOOLITTLE RD.
EDINBURG TX 78541-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CERTIFICATE OF INSURANCE

This certifies that

- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: QUINTANILLA, HEADLEY & ASSOCIATES INC.

Address of policyholder: 124 E STUBBS EDINBURG, TX 78539

Location of operations:

Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-63-2329-1L	Comprehensive Business Liability	03/30/2008	03/30/2009	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☒ Products - Completed Operations ☒ Contractual Liability ☐ Underground Hazard Coverage ☐ Personal Injury ☐ Advertising Injury ☐ Explosion Hazard Coverage ☐ Collapse Hazard Coverage ☐ ☐			Each Occurrence $ 1,000,000 General Aggregate $ 2,000,000 Products – Completed Operations Aggregate $ 2,000,000
	EXCESS LIABILITY ☐ Umbrella ☐ Other	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ Aggregate $
90-LN-5307-0	Workers' Compensation and Employers Liability	10-11-2008	10-11-2009	Part 1 STATUTORY Part 2 BODILY INJURY Each Accident $ 100,000 Disease - Each Employee $ Disease - Policy Limit $

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
014 9630F14 53B	Auto Insurance	12/14/2008	12/14/2009	500/500/500

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

COUNTY OF HIDALGO

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

Agent — 12/10/2008

Title — Date

Agent's Code Stamp

AFO Code 6720

558-994 a.4 11-12-2002 Printed in U.S.A.

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: Quintanilla, Headly & Associates

Address of policyholder: 124 East Stubbs Edinburg, TX 78539

Location of operations: 124 East Stubbs Edinburg, TX 78539

Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subje to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-63-2329-1L	Comprehensive Business Liability	03-30-2008	03-30-2009	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☒ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☐ ☐ ☐			Each Occurrence $ 1,000,000 General Aggregate $ 2,000,000 Products – Completed Operations Aggregate $
90-EJ-3010-1F	EXCESS LIABILITY ☒ Umbrella ☐ Other	03-26-2008	03-26-2009	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ 1,000,000 Aggregate $
90-L6-9670-5F	Workers' Compensation and Employers Liability	10-11-2008	10-11-2009	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident $ 500,000 Disease - Each Employee $ 500,000 Disease - Policy Limit $
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
030 1531 F28 53G	Auto Liability	06-28-2008	12-28-2008	500,000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

HIDALGO COUNTY
Precinct # 4
Paved/Unpaved Roads

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
Juan Cazares 10-20-2008
Title Date
Agent
Agent Name
Telephone Number 956-381-0928

Agent's Code Stamp
Agent Code 6720
AFO Code F116

STATE FARM INSURANCE
JUAN CAZARES, AGENT
140[illegible]
EDIN[illegible]
(956) 381-0928

558-994 a.6 Printed in U.S.A. Rev. 05-09-2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

WORK AUTHORIZATION No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design for: **San Carlos Drainage Improvements.**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A"*** – ***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$750,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 8-1204-431-00-124-0360-733
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 the scopes of work**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner Oscar L. Garza, Jr.,** as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 12/9/08 as indicated below and effective as of 9th day of December, 2008.

THE ENGINEER:
Quintanilla, Headley and Associates

_____
Alfonso Quintanilla, PE

THE OWNER:
Hidalgo County

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Service to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Engineering Hourly Rates
ATTACHMENT "E" - Fee Breakdown Schedule

EXHIBIT "A"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "B"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

Scope of Services by Engineer

(1) Perform parcel surveys, prepare metes and bounds descriptions for existing right of way and additional right of way as required by the project.

EXHIBIT "C"

Work Schedule

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

The Engineer shall provide the deliverables for this project as follows:

- 240 days from the date of written authorization to proceed.

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Fee Breakdown

Work Authorization No.1

1. Right of Way Parcels (300 estimated parcels) @ $ 2,500.00 =$750,000.00

Total fee: $ 750,000.00

AI-12638 **15.E.1.**

Pct 4-Prof Engineering Agreement-QHA-"San Carlos Drainage Improvements Project"-C-08-477-12-09

CC REGULAR

Date: 12/09/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting approval of a professional engineering services contract (sent to legal counsel for review as to form) with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the purposes of engineering services for the "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" for Hidalgo County Precinct No. 4 (as selected for negotiations through County's protocol from the "POOL" of engineers by C.C. on 11/25/08);

B. Presentation for consideration, discussion, acceptance, and approval of WORK AUTHORIZATION #1 with a proposed fee of $750,000.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" (ROW Surveying of 300 estimated parcels) within Hidalgo County Precinct No. 4, in connection to Contract No. C-08-477-12-09.

BACKGROUND

Prof Engineering Agreement-QHA-(Currently being reviewed by legal counsel)
Work Authorization No. 1-QHA-$750,000.00

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-036-0-733
FUNDS AVAILABLE Y/N?: No **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding pending approval of AI#12676 CC 12-9-08. Pct#4 appropriation of $1,000,000.00 from the General Fund unreserved fund balance.

Attachments

Link: Draft Agreeement-QHA
Link: WA#1-QHA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/05/2008 10:13 AM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 10:18 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/05/2008 02:58 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Letty Saenz Started On: 12/03/2008 05:19 PM
Final Approval Date: 12/05/2008

AI-14754 **19.C.2.**

Purchase of (1) New 2008 Hino w/Dump Body & (3) Three New Tandum Dump Trucks

CC REGULAR

Date:	03/31/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Rush Truck Houston/ Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #281-07 for the purchase of the following equipment for Hidalgo County Precinct #4:

A. Project #09-173-OGG:
(1) One New 2008 268 HINO W/DUMP BODY---------- $63,850.00

B. Project #09-174-OGG (San Carlos Drainage Improvement Project):
(3) Four New Tandum Dump Trucks $107,324.00 x 3 = ----------$321,972

TASB Buyboard Fee's ----------$400.00

Total amount requested not to exceed ----------$386,222

BACKGROUND

As requested by Commissioner Oscar Garza, Pct #4 the proposed Tandum Trucks will be used for proposed San Carlos Drainage Improvement project.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-431-00-124-0XX-0-741

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

BUDGETARY IMPACT:

As per Rumaldo Munoz Pct. #4, acct #9-1204-431-00-124-007-0-741 &9-1336-431-00-124-029-0-741 are to be used for proposed Tandum Trucks . Funding pending approval of agenda items #AI-14764 & AI-14730

FISCAL YEAR: 2009 **ACCT. #:** 9-1214-452-00-124-009-0-741

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

BUDGETARY IMPACT:

Acct. #9-1214-452-00-124-009-0-741 is to used for purchase of (1) 268 Hino Dump Truck for Pct. #4 . Funding pending approval of AI-14731 (appropriation of funds).

Attachments

Link: Dumpt Trucks

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2009 09:51 AM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 09:56 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/27/2009 01:50 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Oscar Garza Started On: 03/25/2009 04:09 PM

Final Approval Date: 03/27/2009

10200 NORTH LOOP EAST
HOUSTON, TX 77029

BUYBOARD — CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract No.:	281-07	Date Prepared:	3/2/2009

This Form must be prepared by Contractor and given to End User. The BUYBOARD administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to BUYBOARD @800-211-5454. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 4	Contractor:	RUSH TRUCK CENTERS OF TEXAS L.P.
Contact Person:		Prepared By:	BOB LAKE
Phone:		Phone:	713-495-6314/800-580-7383
Fax:		Fax:	800-574-6208
Email:		Email:	laker@rush-enterprises.com

Product Code:	268	Description:	2008 268 HINO WITH DUMP BODY

A. Product Item Base Unit Price Per Contractor's BUYBOARD Contract: $ 47,950.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6-8 YD DUMP BODY	$ 11,366.00		
AIR CONDITIONING	INCL		
ALLISON AUTOMATIC	$ 3,553.00		
EXHAUST BRAKE	INCL		
POWER WINDOWS	$ 387.00		
TWO MAN BENCH SEAT	$ 250.00		
AM-FM CD	$ 344.00		
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ 15,900.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** $ -

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	$ -

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D): $ 63,850.00

Quantity Ordered:	1	X Subtotal of A + B + C + D:	63850	=	Subtotal E:	$ 63,850.00

F. BUYBOARD Fee Calculation (From Current Fee Tables) — Subtotal F: $ 400.00

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost

Delivery Date:	180 ETA	H. Total Purchase Price (E+F+G):	$ 64,250.00

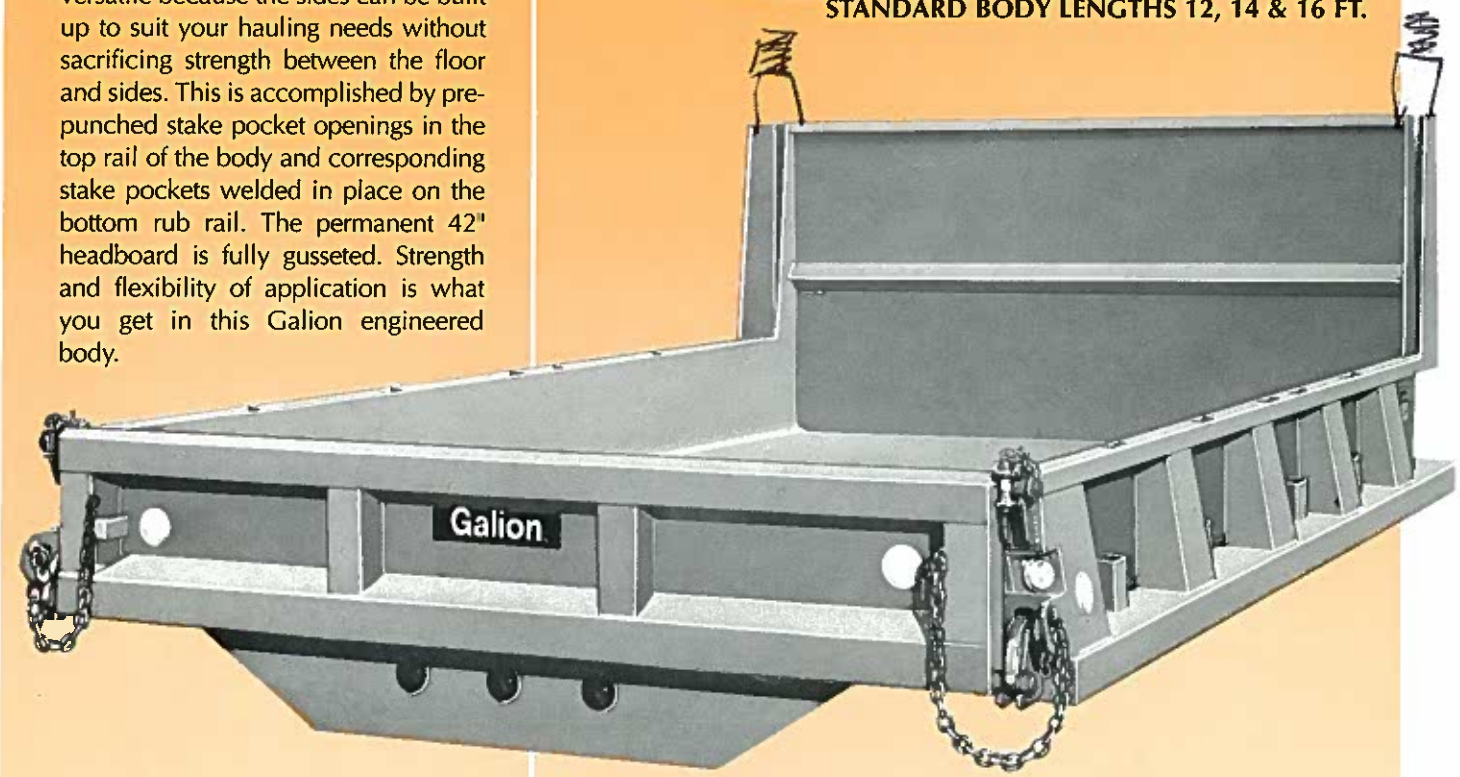
APP [signature] 3/26/09

APPLICATION ENGINEERED:

The Galion PLD contractor flatbed incorporates all the strength of 301-UN dump body. It is designed for use with a scissors or twin telescopic type conversion hoist. The PLD is extremely versatile because the sides can be built up to suit your hauling needs without sacrificing strength between the floor and sides. This is accomplished by prepunched stake pocket openings in the top rail of the body and corresponding stake pockets welded in place on the bottom rub rail. The permanent 42" headboard is fully gusseted. Strength and flexibility of application is what you get in this Galion engineered body.

PLD-12, PLD-14, PLD-16 PACKAGES

STANDARD BODY LENGTHS 12, 14 & 16 FT.



CONTINUOUS WELDED CONSTRUCTION

•

TAPERED BOX SIDE BRACES

•

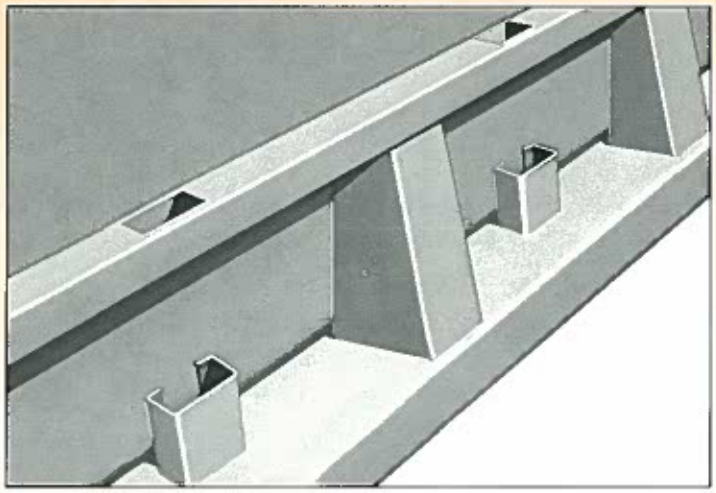
FLAT RUB RAILS

•

42" PERMANENT HEADBOARD

•

2" SIDE-TO-FLOOR RADIUS



Top rails are prepunched with stake pocket openings. Stake pockets welded directly underneath on flat rub rail. Extra strong and versatile, allowing you to build up sides as desired

APPLICATION ENGINEERED TO JOB AND CHASSIS

Galion®
DUMP BODIES & HOISTS

BuyBoard **Rush Truck Center - Houston**

The following details shall be provided with any BuyBoad purchase order (Fax Purchase Order to (800)211-5454

		Prepared By:	Charlie Plouse
BuyBoard Vendor:	Rush Truck Center, Houston [FOR RTC-PHARR]	Vendor Phone:	(713) 495-6300
[Address P.O. to:]	10200 N. Loop East	Vendor Fax:	(713) 695-9620
	Houston, Texas 77029	Vendor Toll Free	(800) 580-7383
		Date Prepared	March 26, 2009
Government Agency:	HIDALGO COUNTY (PCT 4)	Gov. Agency	HIDALGO COUNTY
[Ship to:]	1102 N. DOOLITTLE ROAD	[Bill to:]	P. O. BOX 1356
	EDINBURG, TEXAS 78540		EDINBURG, TEXAS 78529
Contacts Name:	OSCAR GARZA	Gov. Agn. Phone No: (956)318-2626	G. A. Fax No: (956) 292-7612
Product Description:	PETERBILT 340 DUMP TRUCKS		

I:	**BuyBoard Contract #281-07**	Price List:	PETERBILT # 4	Base Price	$	**64,780.00**
II:	Base Bid Options:	(Itemize Below)				
*	Please See Attached List	$ 21,819.18	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
	Subtotal	$ 21,819.18	* **Subtotal**	$ -		
III:	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)				$	**21,819.18**
IV:	Total **IV + VI**				$	**86,599.18**
V:	Non-Base Options	(Itemize below)	NON-BASE =	0.24 %		
VI:	Non-Published Options (Please see attached)			EACH	$	**20,724.82**
VII:	Unit Cost with Discount				$	**107,324.00**
VIII:	**Quantity Ordered** Units:	4	x "E"		$	**429,296.00**
IX:	Trade-in or other Credit(s)					
		$ -	0		$	-
X:	**TOTAL PURCHASE PRICE INCLUDING VIII + IX**				$	429,296.00

Delivery to Hidalgo County, Pct # 4 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HIDALGO COUNTY

BUYBOARD OFFER

MARCH, 2009

March 26, 2009

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #4

PUBLISHED OPTIONS:

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS

BID CHASSIS LIST	$	100,221.00
LESS CHASSIS LIST	$	(77,727.00)
OPTIONS OFFERED TOTAL	**$**	**22,494.00**
LESS 3% CONTRACT DISCOUNT	$	21,819.18

UNPUBLISHED OPTIONS:

16-18 CU YD DUMP BODY	$	14,902.64
LINER [LINE-X]	$	5,572.18
STOBE LIGHT	$	250.00
TOTAL OF UNPUBLISED OPTIONS FOR PAGE 1	$	20,724.82

Donovan Enterprises
Tarps • Tarp Systems

DiamondSlide
Bedlining Systems

BLUEFIRE™

For HOT asphalt up to 400°F!

Virgin UHMW w/heat stabilizer



UP TO 400°F

- Maximum impact resistance
- Maximum abrasion resistance
- 1/2" thick only
- 10' wide
- 100% virgin UHMW w/ additional heat stabilizer
- Steel hold down plate comes installed for unmatched life expectancy

BLUEICE™

For maximum impact, maximum abrasion applications.

Virgin UHMW



- Maximum impact resistance
- Maximum abrasion resistance
- 3/8" and 1/2" thick
- 8' and 10' wide
- 100% virgin UHMW
- NOT suitable for asphalt hauling

SUPERFINE™

UHMW BEDLINERS

For high impact, high abrasion applications



- High impact resistance
- High abrasion resistance
- 3/8" and 1/2" thick
- 8' and 10' wide
- 100% virgin reprocessed UHMW
- NOT suitable for asphalt hauling



Available in rolls or custom kits ready to install!

GENERAL INFO

All Diamond**Slide** lining systems are available in 8' or 10' widths. Our state of the art welding capabilities enable us to provide each liner in one continuous sheet to fit the exact length of your truck. Diamond**Slide** kits come complete with all installation hardware and are custom fabricated to your customer's specific dimensions. This will speed the installation time and get your customers back on the road to hauling more loads... safer... and with minimal haul back.

NON-STICK / NON-FREEZE

Diamond**Slide** allows your customers to haul sticky, wet, frozen, or almost any load that would normally require hours to pressure wash, shovel, or back-hoe out of the bed. Diamond**Slide** will help release material faster and at lower dumping stages. These benefits allow for safer dumping and eliminate slam dumping that can lead to costly repairs.

ABRASION / IMPACT RESISTANCE

UHMW Diamond**Slide** liners are lighter than steel, but wear two to three times better than steel. This means that on average your customers can more than double the normal life expectancy of their dump bodies.

BENEFITS OF Diamond**Slide**:

- **Haul more loads per day**
- **Release loads faster**
- **Smooth predictable clean-outs**
- **Safer, lower stage dumping**
- **Better thermal insulation**
- **Wider variety of materials hauled**
- **Extended life of floor and side walls**
- **Minimize loads freezing to the floor**
- **Reduce the need for release agents or heated bodies**
- **Backed with 18 month warranty**
- **State of the art welding capabilities**
- **Custom factory scoring**
- **No stocking requirements**
- **Compatibility of hot asphalt up to 400°!**
- **Donovan's commitment to excellence**

AI-14753 **19.C.3.**

Purchase of (4) New 2009 PU Trucks for Pct. #4

CC REGULAR

Date:	03/31/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Requesting discussion, consideration and approval to purchase (4) New 2009 Chevrolet PU Trucks through the County's membership/participation with HGAC(Houston-Galveston) awarded vendor Caldwell Chevrolet in the total amount not to exceed $88,346.00 (administration fee's & delivery included) Project #09-168-OGG.

1-HD 2500 Silverado LWB Reg Cab	$28,265.00
2-1500 Silverado Reg Cab ($16,916.00 ea.)	$33,832.00
1-1500 Silverado 4 DR Crewcab SWB	$25,649.00
H-GAC Fee's	$ 600.00
Total Amount (not to exceed	$88,346.00

BACKGROUND

As requested by Mr. Manuel Carranza, Pct. #4 appropriation of funds under acct #9-1336-431-00-124-029-0-741 will be used for proposed trucks.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-124-029-0-741

FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Funding pending approval of interdepartmental transfer (AI#14730 CC 3/31/09).

Attachments

Link: 09-168

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2009 09:51 AM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 09:54 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/27/2009 01:26 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Oscar Garza Started On: 03/25/2009 03:57 PM

Final Approval Date: 03/27/2009

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	3/25/2009

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item . Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626 X4857	Phone:	979-567-6116
Fax:	956-292-7612	Fax:	979-567-0853
Email:	OSCARG.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A28	Description:	2009 CHEVROLET HD2500 SILVERADO LWB REG CAB CC20903

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,890.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.6L DIESEL HD POWER PACKAGE PDN	5920		
ALLISON AUTOMATIC MW7	1836		
AIR CONDITION C67	INCL		
FULL RUBBER FLOOR	INCL		
VINYL FLOOR	INCL		
POWER WINDOWS & POWER MIRRORS 5B5	738		
AMFM-CD	INCL	Subtotal From Additional Sheet(s):	
HD TOW PACKAGE Z82	188	**Subtotal B:**	8682

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE W/40-20-40 VINYL	INCL		
		Subtotal D:	693

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 28265

Quantity Ordered:	1	X Subtotal of A + B + C + D:	28265	=	**Subtotal E:**	28265

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 0

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
HGAC FEE INCL W/1500 REG CAB				
				Subtotal G: 0

Delivery Date:	45-90 DAYS	**H. Total Purchase Price (E+F+G):**	28265

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	3/25/2009

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item . Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626 X4857	Phone:	979-567-6116
Fax:	956-292-7612	Fax:	979-567-0853
Email:	OSCARG.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A24	Description:	2009 CHEVROET 1500 SILVERADO REG CAB CC10903

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 14,368.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
4.8LV8 LY2	756		
AUTOMATIC M30	876		
AIR CONDITION C67	INCL		
LONG BOX 903	223		
FULL RUBBER FLOOR	INCL		
VINYL INTERIOR	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	1855

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAI N WARRANTY	INCL
EXTERIOR COLOR WHITE W/40-20-40 VINYL	INCL		
		Subtotal D:	693

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 16916

Quantity Ordered:	2	X Subtotal of A + B + C + D:	16916	=	**Subtotal E:**	33832

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	45-90 DAYS	**H. Total Purchase Price (E+F+G):**	34432

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	3/25/2009

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item . Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 4	**Contractor:**	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	**Prepared By:**	AVERYT KNAPP
Phone:	956-318-2626 X4857	**Phone:**	979-567-6116
Fax:	956-292-7612	**Fax:**	979-567-0853
Email:	OSCARG.GARZA@CO.HIDALGO.TX.US	**Email:**	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A27	Description:	2009 CHEVROLET 1500 SILVEADO 4DR CREWCAB SWB CC10543

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 26,456.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
4.8LV8 LY2	INCL		
AUTOMATIC M30	INCL		
AIR CONDITION C67	INCL		
FULL RUBBER FLOOR	INCL		
VINYL FLOOR	INCL		
POWER WINDOWS & POWER LOCKS 5B5	INCL		
AMFM-CD	INCL	Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAI N WARRANTY	INCL
EXTERIOR COLOR WHITE W/40-20-40 VINYL	INCL	SAVER PACKAGE	-1500
		Subtotal D:	-807

E. Total Cost Before Any Applicable Trade-In / Other Allow ances / Discounts (A+B+C+D) 25649

Quantity Ordered:	1	X Subtotal of A + B + C + D:	25649	= **Subtotal E:**	25649

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 0

G. Trade-Ins / Other Allow ances / Special Discounts

Description	Cost	Description	Cost	
HGAC FEE INCL W/1500 REG CAB				
				Subtotal G: 0

Delivery Date:	45-90 DAYS	**H. Total Purchase Price (E+F+G):**	25649

AI-14747 **19.D.1.**

Sole Source Declaration-Proprietary Software/Support & Maintenance-Judicial Systems, Inc.

CC REGULAR

Date:	03/31/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	District Clerk

Information

CAPTION

A. Requesting exemption from competitive bidding requirements, Texas Local Government Code, Chapter/Section 262.024(a)(7)(A) in connection with the support and maintenance of a proprietary software utilized by the Hidalgo County District Clerk's Office;

B. Presentation for discussion, consideration and approval of a "Sole Source Declaration" in connection with maintenance and support of proprietary software from Judicial Systems, Inc.

C. Requesting authority to purchase unlimited telephone technical support and maintenance from Judicial Systems, Inc. with ratification of Purchase Order #616072 for calendar year 2009 in the amount of $3,336.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00--090-001-0-336

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

BUDGETARY IMPACT:

Amount available for PO #616072 $3,336.00 as of 3-27-09 under req #147341, pending approval of ratification of PO.

Attachments

Link: Sole Source

Link: Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/27/2009 10:36 AM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 12:03 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/27/2009 12:15 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Marty Salazar

Started On: 03/25/2009 03:42 PM

Final Approval Date: 03/27/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"
"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: March 31, 2009

Re: "Sole Source Declaration" - Judicial Systems Corporation

In October of 2000, Commissioners Court award a bid to Judicial Systems Corporation for an Fully Integrated, Automated Juror Administration System-Software and Hardware for the Hidalgo County District Clerk's Office.

Technical support and maintenance for this proprietary software was included in the initial purchase at no charge

Thereafter, unlimited technical support and maintenance would need to be purchased by the District Clerk for this proprietary software.

Therefore, Hidalgo County District Clerk requires the purchase of technical support and maintenance, programing services, and related features from the proprietary owner, Judicial Systems Corporation the for the fully automated juror administration system-software and hardware in order to operate and render the statutory duties of the District Clerk.

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Judicial Systems Incorporated

March 25, 2009

Martha Salazar
Purchasing Agent
County of Hidalgo
P.O. Box 87
Edinburg, TX 78540

Dear Ms. Salazar:

This letter is in response to our telephone conversation this date. Thank you for your efforts in trying to resolve the matter of tech support and software update fee for Hidalgo County jury operations.

Judicial Systems, Inc. is the author and sole owner of the jury administration system now utilized by Hidalgo County.

The telephone technical support and software upgrade fee consists of the following items:

1. The ability of Hidalgo County jury personnel to utilize our telephone technical support team on unlimited basis, Monday through Friday, to resolve any of the following problems they may experience:

    A. Identify and help resolve any computer hardware problems that may occur in the normal operations of the department.

    B. Identify and help resolve any problems related to network configuration that results from occasional changes to the county network.

    C. Assist jury personal with questions regarding the proper use of modules within the overall jury software system.

    D. Assist jury personal in correcting operational type errors that occur from time to time such as correcting the error of summonsing people to appear on an incorrect date or time.

2. Periodically update the jury administration software with new enhancements that are incorporated within the system on a regular basis throughout the year.

I hope the above assists you in evaluating the value of this technical support and upgrade service as provided by Judicial Systems, Inc.

Respectfully submitted,

Gerald W. Dower
CEO
Judicial Systems, Inc.

Affidavit & Indemnity Agreement

Date:_____

Affiant:_____

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

Affiant_____states she is a sole proprietor doing business as_____with Hidalgo County under Contract #_____ dated_____. Affiant will provide services for Hidalgo County_____under a Hidalgo County Purchase Order # _____ as approved on_____.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

_____

Printed Name of Affiant:_____

SWORN AND SUBSCRIBED TO under oath before me on _____

_____

_____

Notary Public, State of Texas

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Gerald W. Dower a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Gerald W. Dower. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Judicial Systems, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):

   Product Technical Support for Jury Administration System.

4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Gerald W Dower

SWORN AND SUBSCRIBED TO under oath before me on 27 day of March ~~2008~~ 2009

Karen Vaughan
NOTARY PUBLIC

KAREN VAUGHAN
Notary Public
STATE OF TEXAS
My Comm. Exp. July 28, 2011

Karen Vaughan
PRINTED NAME

7-28-2011
MY COMMISSION EXPIRES

COMPANY NAME: Judicial Systems, Inc.
ADDRESS, CITY, STATE & ZIP CODE: 4614 DC Drive, Ste 2A, Tyler, Texas 75701
PHONE: 903-561-8328 NUMBER:
CONTACT NAME AND TITLE: Gerald W. Dower CEO
WEB ADDRESS: EMAIL: Gerald @ judicialsystems.com
FEDERAL TAX ID NUMBER: 75-2498185 TEXAS SALES TAX NUMBER:

Judicial Systems Incorporated

FAX

DATE: 3/27/06

FROM: GERALD DOWER

TO: MATIDE PAZ

PAGES:(After this cover page): 1

REMARKS:

4614 DC Drive, Suite 2A • Tyler, Texas 75701 • (903) 561-8328

AI-14736 **19.E.1.**

Required changes for Occupancy Mechanic Shop Retrofit for Elections Department

CC REGULAR

Date: 03/31/2009
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration and approval of a requested change order as required by the City of Edinburg for Occupancy Requirements as well as necessary IT related Fiber Optic installation and Fire & Safety Alarm System for proposed project #08-300 Mechanic Shop Retrofit, aka, Elections Warehouse. The following requirements are needed for approval of occupancy by the City of Edinburg:

Improvements Needed	Amounts
CAS Companies (Occupancy Requirements)	$12,285.34
Star Telecommunications (Installation of Optic Fiber IT)	$ 3,836.30
Simplex Grinnell (Installation of Fire & Safety Alarm)	$36,802.27
Total Cost is not to exceed	$ 52,923.91

BACKGROUND

As reviewed and approved by Daniel Flores B&G, the following improvements are needed to comply with code requirements as requested by the City of Edinburg. We have placed the quotes for your review and approval.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1336-414-00-220-035-0-452

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

BUDGETARY IMPACT:

Available balance is $0.00 as of 3/27/09. Additional funding is pending transfer (AI-14787) in the amount of $52,923.91.

Attachments

Link: 08-300

Link: 08-300

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2009 01:24 PM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 01:28 PM	APRV

3	Dale Kennan	Dale Kennan	03/27/2009 12:54 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Oscar Garza

Started On: 03/25/2009 02:08 PM

Final Approval Date: 03/27/2009

MEMORANDUM

To: Daniel Flores
Buildings and Grounds, Director
via fax: 318-2648
via: daniel.flores@co.hidalgo.tx.us

From: Oscar Garza, Procurement Specialist

Date: **March 25, 2009**

Re: Bid No. 2008-300-11-06-MSS-Approval of Quotes for **"Occupancy Requirements by the City of Edinburg to Mechanics Shop for Elections"**

Please review the following **Quotes** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) As per Sergio Cruz Budget & Mgmt.

BUDGET ACCOUNT #: To be determined

Daniel Flores 03/25/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than Wednesday, MARCH 25,2009 at 4:00p.m.

Enclosures

SimplexGrinnell
BE SAFE.

1200 E Hackberry
Suite A
Mcallen, TX 78501
(361) 289-6174
FAX: (361) 289-6458
www.simplexgrinnell.com

FOR INTERNAL USE ONLY

SimplexGrinnell Quotation

TO:
Hidalgo County Bldg & Grounds
2803 S Business 281
Edinburg, TX 78539

Project: Fire Alarm Devices
Customer Reference:
SimplexGrinnell Reference: 493407228
Date: 03/25/2009

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
		Fire Alarm Devices
		Fire Alarm Devices
4	4906-9101	STROBE MC RED
14	4906-9127	HORN/STROBE MC RED
7	4906-9104	STROBE MC WHITE CEILING
2	2081-9274	BATTERY 10AH
4	4098-9756	DUCT SENSOR HOUSING-4-WIRE
4	2098-9797	SAMPLING TUBE 49"
4	2098-9806	REMOTE TEST STATION
54	4098-9714	PHOTO SENSOR
1	4098-9733	HEAT SENSOR
55	4098-9792	SENSOR BASE
	DPSUB	SUBCONTRACTING LABOR
1	DPFA	DP FIRE ALARM
1	4099-9003	MANUAL STATION - DOUBLE ACTION
1	4606-9101	REMOTE LCD ANNUNCIATOR

TXMAS-4-84070 STATE CONTRACT #

SimplexGrinnell
BE SAFE.

Project: Fire Alarm Devices
Customer Reference:
SimplexGrinnell Reference: 493407228
Date: 03/25/2009

FOR INTERNAL USE ONLY

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
		4010 Addressable FACP
1	4010-9101	FACP 250PT 4NAC 4A 120V BEIGE
		District Services - Fire Alarm Devices
	DSGN LAB	DESIGN LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
		Technical Services - Fire Alarm Devices
	TECH LAB	TECHNICAL SERVICE

Total net selling price, FOB shipping point, $36,802.27

Comments

Excludes Sales Tax. Excludes cutting, patching & painting. Customer to provide dedicated 110 power for Fire Panel (FACP). Customer / County electricians to provide all conduit / piping. Excludes monthly monitoring fees. SG to provide back boxes for fire alarm devices. Monitoring can be set up with Burt VanBuren at 956-618-5284 at TXMAS Rates.

CAS Companies

5402 S. Expressway 83
Harlingen, TX. 78552
956.216.8200
www.cleanairsolutionstx.com

Recap

Code	Description	Rate	Hours	Material	Amount
CARP-FNC	Carpenter - Finish, Trim/Cabinets	$28.25	8.00	$473.00	$699.00
CARP-FRM	Carpenter - General Framer	$26.25	35.00	$0.00	$918.75
CARP-MECH	Carpenter - Mechanic	$26.25	0.00	$0.00	$0.00
CLN	Cleaning Technician	$18.00	0.00	$0.00	$0.00
CNC	Concrete Mason	$29.53	3.00	$0.00	$88.59
DMO	Demolition Laborer	$18.00	0.00	$0.00	$0.00
DRY	Drywall Installer/Finisher	$29.25	36.00	$50.00	$1,103.00
ELE	Electrician	$45.00	6.00	$70.00	$340.00
FLR	Flooring Installer	$29.00	0.00	$0.00	$0.00
HDW	Hardware Installer	$26.00	8.00	$680.20	$888.20
HVC	Heating / A.C. Mechanic	$45.00	0.00	$0.00	$0.00
INC	Insulation Installer	$29.00	0.00	$0.00	$0.00
LAB	General Labor	$18.00	35.00	$0.00	$630.00
MAS	Mason Brick/Stone	$30.00	12.00	$0.00	$360.00
OHD	Overhead Door Installer	$45.00	0.00	$0.00	$0.00
PLM	Plumber	$45.00	8.00	$0.00	$360.00
PNT	Painter	$26.00	24.00	$175.00	$799.00
RFG	Roofer	$26.00	0.00	$0.00	$0.00
STL	Steel Worker	$47.38	0.00	$0.00	$0.00
SUPERC	Commercial Superintendent	$54.23	48.00	$0.00	$2,603.04
	Totals		223.00	$1,448.20	$8,789.58
					$10,237.78
	Overhead	10.00%			$1,023.78
	Profit	10.00%			$1,023.78
	Total				**$12,285.34**

CAS Companies
111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Client:	Hidalgo County - Mechanics Shop Change Order	Home:	(956) 318-2626 x 4857
Property:	317 No. Closner Edinburg, TX		
Operator Info:			
Operator:	ALLAN		
Estimator:	Allan So.Tx.	Business:	(361) 774-5889
Business:	1708 Santa Ana Avenue Rancho Viejo, TX 78575		
Reference:		Business:	(888) 599-4747
Company:	CAS Companies		
Business:	111 Brand Lane Suite 400 Stafford, TX 77477		
Type of Estimate:	<NONE>		
Date Entered:	8/20/2008	Date Assigned:	

Price List:	TXMC5B8DTIPS Restoration/Service/Remodel
Estimate:	274ST-HC-MECH-C0
File Number:	2008-274ST-06

"Change Order"

RE: **Hidalgo County** - "Retrofit to County owned building Mechanic shop"

CAS Quote # 2008-140ST-06
TIPS Contract No. 1052507

Clean air solutions (CAS Companies) is pleased to provide you with this proposal to provide services to retrofit the Mechanic Shop located at 317 No. Closner, Edinburg, TX.

Clean Air Solutions is a Texas Interlocal Purchasing System (TIPS) approved contractor whom Hidalgo County would contract with to perform the work as described in the attached **"Change Order Scope of Work".**

This proposal is inclusive of labor, materials, equipment, and insurance by a Best rated company.
purposes can be requested to The Interlocal Purchasing System by contacting TIPS directly at Request for auditing (866) 839-8477.

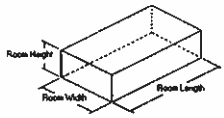
CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

274ST-HC-MECH-C0

Interior

Offices



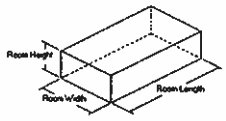
Hallway		**LxWxH 14'0" x 5'0" x 8'0"**
304.00	SF Walls	70.00 SF Ceiling
374.00	SF Walls & Ceiling	70.00 SF Floor
7.78	SY Flooring	38.00 LF Floor Perimeter
112.00	SF Long Wall	40.00 SF Short Wall
38.00	LF Ceil. Perimeter	

DESCRIPTION	CALC	QNTY
119. Exterior door - metal - insulated - flush or panel style	1	1.00 EA
120. Steel door frame - 3' opening	1	1.00 EA
121. Door hinge, 4" ball bearing (set of 3)	1	1.00 EA
122. Paint door slab only - 2 coats (per side)	2	2.00 EA
123. Paint door/window trim & jamb - 2 coats (per side)	2	2.00 EA
124. Door lockset - exterior	1	1.00 EA
125. Panic hardware	1	1.00 EA
126. Masonry - Minimum charge	1	1.00 EA
Repair block wall around new exterior door unit.		
127. Painting - Minimum charge	1	1.00 EA
Paint touch-up on block wall around new door unit		

NOTES:

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com



Conference Room **LxWxH 23'0" x 14'0" x 8'0"**

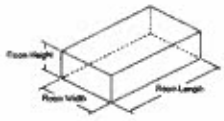
592.00	SF Walls	322.00	SF Ceiling
914.00	SF Walls & Ceiling	322.00	SF Floor
35.78	SY Flooring	74.00	LF Floor Perimeter
184.00	SF Long Wall	112.00	SF Short Wall
74.00	LF Ceil. Perimeter		

DESCRIPTION	CALC	QNTY
93. Framing repair - Minimum charge	1	1.00 EA
Framing for new entrance offset to classroom.		
(Code Upgrade)		
96. Drywall repair - Minimum charge	1	1.00 EA
Drywall for new entrance offset.		
97. Painting - Minimum charge	1	1.00 EA
Paint new drywall in entrance offset		
99. Interior door unit - Standard grade	1	1.00 EA
100. Paint door slab only - 2 coats (per side)	2	2.00 EA
101. Paint door/window trim & jamb - 2 coats (per side)	4	4.00 EA
102. Door knob - interior	1	1.00 EA
133. Casing - 2 1/4"	18*2	36.00 LF
134. Trim board - 1" x 4" - installed (pine)	18	18.00 LF
Cased opening from classroom to hallway		

NOTES:

CAS Companies
111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

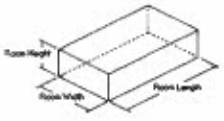
Electrical



DESCRIPTION	CALC	QNTY
143. Electrician - per hour	2*8*2	32.00 HR
Installation of additional conduit for the fire safety system as indicated on the MEP plans.		

NOTES:

Plumbing



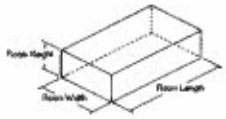
DESCRIPTION	CALC	QNTY
107. Plumber - Rough-In	2*4	8.00 HR
Additional plumbing necessary to move Hot Water Heater and Washer / Dryer connections to the rear of the building.		
140. Miscellaneous concrete - Minimum charge	1	1.00 EA
New slab for re-located washer/dryer and hot water heater.		

NOTES:

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

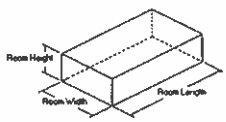
Code Upgrades



DESCRIPTION	CALC	QNTY
137. Electrician - per hour	2*8	16.00 HR
Additional conduit, wire and light fixtures over large classroom.		
(Code Upgrade)		
138. Carpenter - General Framer - per hour	2*8*2	32.00 HR
Additional hand rails and drywall on storage area over classroom and office.		
(Code Upgrade)		
139. Exit sign - wired in	1	1.00 EA
Includes new conduit and wiring		
(Code Upgrade)		
141. Plumber - per hour	4	4.00 HR
Additional drain for washer/dryer		
(Code Upgrade)		

NOTES:

General Conditions



CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

DESCRIPTION	CALC	QNTY
110. Commercial supervision - per hour	2*8*3	48.00 HR
111. General Laborer - per hour	2*8*3	48.00 HR

NOTES:

Grand Total Areas:

896.00 SF Walls	392.00 SF Ceiling	1,288.00 SF Walls and Ceiling
392.00 SF Floor	43.56 SY Flooring	112.00 LF Floor Perimeter
296.00 SF Long Wall	152.00 SF Short Wall	112.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

STARR TELECOMMUNICATIONS ETC, LLC

Estimate

304 W Veterans Dr.
Palmview, TX 78572

Date	Estimate #
3/19/2009	1139

Name / Address
HIDALGO COUNTY 100 S.CLOSNER EDINBURG, TEXAS 78539 ELECTIONS WAREHOUSE

Project

Item	Description	Qty	Rate	Total
HC T	TRENCHING- ASPHALT (INFRASTRUCTURE) REGULAR	100	3.50	350.00
HC PB/WC/NB	PULL BOXES 2X3X2 (INFRASTRUCTURE) REGULAR	2	800.00	1,600.00
HC 2/CP	2" CONDUIT (REGULAR)	140	2.50	350.00
HC 2/CP	2" ELBOWS (REGULAR)	6	22.50	135.00
HC 2/LB/A/F	2" LB ACCESS FITTINGS	2	18.50	37.00
HC FOC	FIBER OPTIC CABLE(OUTSIDE PLANT 6 STRAND MULTI-MODE)	200	2.35	470.00
HC FO/T	FIBER OPTIC TERMINATION(PER PAIR)REG.POST PUNCH	12	25.00	300.00
HC FO/6P	FIBER OPTIC 6PAK(MM)	2	30.75	61.50
HC FOM/ERM/ST	FIBER OPTIC MISC: ENCLOSURE RACK MOUNT-ST	2	201.40	402.80
HC P/C	MISC:PENETRATIONS (CONCRETE)	2	65.00	130.00

ALL PRICES AND COSTS ARE GOOD FOR 30 DAYS

Subtotal	$3.836.30
Sales Tax (8.25%)	$0.00
Total	$3.836.30

956.580.1333 Phone
956.519.7859 Fax

AI-14763 **19.F.1.**

Approval of Final Negotiated Contracts: Dimas #1 & El Monte Subdivisions

CC REGULAR

Date:	03/31/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.1

Information

CAPTION

Presentation for discussion, consideration and approval of final negotiated construction contracts (awarded by CC on 2-03-09) for the following;
A. C-CAP-08-033-12-31-LRM Dimas #1 Subdivision between Hidalgo County and Valley Paving, Inc.; and,
B. C-CAP-08-032-12-31-LRM El Monte Subdivision between Hidalgo County and Valley Paving, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-121-245-1-733/734

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

BUDGETARY IMPACT:

El Monte subdivision
Available Balance in obj. 733-Drainage Ditches $16,544.00 as of 3-27-09.
Available Balance in obj. 734-Subdivision Streets $75,367.12 as of 3-27-09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-733/734

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

BUDGETARY IMPACT:

Pct. 1 P/U Rd-
Drainage Ditches & Structures, object 733-Available Balance as of 3-27-09 $962.24.
Subdivision Streets, object 734-Available Balance as of 3-27-09 $1,185.38.

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-121-865-1-733/734

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

BUDGETARY IMPACT:

Dimas #1 subdivision
Object 733-Drainage Ditches-Available Balance as of 3-27-09 $14,602.31.
Object 734-Subdivision Streets-Available Balance as of 3-37-09 $43,575.25.

Additional funds, pending interdept transfer, refer to AI #14796.

Attachments

Link: dimas #1 contract

Link: el monte contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2009 09:56 AM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 09:58 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/27/2009 03:38 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Yvette Islas — Started On: 03/26/2009 09:12 AM

Final Approval Date: 03/27/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
CAP-08-022-09-02

This Agreement, entered into this 3rd day of February, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and Valley Paving, Inc (a Texas Corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION"

Hereinafter called the project, for the sum of Fifty-Eight Thousand, Two Hundred and Thirty Dollars and Thirty Cents ($58,230.30) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by TEDSI Infrastructure Group, entitled the Engineer, and as enumerated in Paragraph 3 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 39 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 14.02.C – Progress Payment, Paragraph 14.07.A – Final Payment, of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, February 3, 2009.

CONTRACTOR: _____

Name of Firm: Valley Paving, Inc.

Address: 321 E. 2 Mile Line, Mission Tx

Fed. I.D. # / S.S.##: 74-2240275

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 3rd day of February, 2009, by President Of and on behalf of Valley Paving, Inc.
(Title) (A corporation)

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Rosalinda Treviño
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO:

Juan D. Salinas III, County Judge

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
CAP-08-022-09-02

This Agreement, entered into this 3rd day of February, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and Valley Paving, Inc. (a Texas Corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"

Hereinafter called the project, for the sum of One Hundred Two Thousand, Seven Hundred and Six Dollars and zero Cents ($102,706.00) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by TEDSI Infrastructure Group, entitled the Engineer, and as enumerated in Paragraph 3 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 39 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 14.02.C – Progress Payment, Paragraph 14.07.A – Final Payment, of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, February 3, 2009.

CONTRACTOR: _____

Name of Firm: Valley Paving, Inc.

Address: 321 E. 2 Mileline, Mission TX

Fed. I.D. # / S.S.##: 74-2240215

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 3rd day of February, 2009, by President Of and on behalf of Valley Paving Inc.
(Title) (A corporation)

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Rosalinda Trevino
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO:

Juan D. Salinas III, County Judge

AI-14723 **19.G.1.**

CERTIFICATE OF CONSTRUCTION COMPLETION AMBERLAND PCT. NO. 3 CC REGULAR

Date:	03/31/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of Application for payment No. 3 (Release of Retainage) in the amount of $9,694.36 from Valley Paving contracted vendor for Amberland Subdivision, submitted by project engineer Hinojosa Engineering Inc. C-CAP 08-013-07-11.

B. Requesting approval of “Certificate of Construction Completion” submitted by project engineer, Hinojosa Engineering Inc. reflecting the completion date of February 19, 2009 for Amberland Subdivision. C-CAP 08-013-07-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-206-00-000-018-0-000

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

BUDGETARY IMPACT:

Amount available for retainage in this account: $7,755.06

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-206-00-000-004-0-000

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

BUDGETARY IMPACT:

Amount available for retainage in this account : $1,939.30

$7,755.06
$1,939.30
$9,694.36

Attachments

Link: Certificate of Construction Completion Amberland Subd. Pct. No. 3

Link: retainage release amberland pct 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Yvette Islas	Yvette Islas	03/25/2009 01:02 PM	APRV
2	Purchasing Department	Marty Salazar	03/26/2009 12:58 PM	APRV
3	Budget & Management	Veronica Lopez	03/26/2009 01:08 PM	APRV
4	Roland Garcia	Rolando Garcia	03/27/2009 09:10 AM	APRV
5	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Marcie Jackson Started On: 03/25/2009 09:41 AM

Final Approval Date: 03/27/2009

CERTIFICATE OF CONTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 19 DAY OF February, 2009 A FINAL INSPECION was made of the project herein described.

CONTRACT:

DATE: 07/11/08
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Valley Paving, Inc.
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Amberland Subdivision

CONTRACT NO.: CAP 08-013-07-11
Located in or near the City/Pct. Of Hidalgo County Pct. No. 3

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   "None"

2. That the sum of -0-, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	103,498.63
Present Amount of Contract	96,943.63
Total Amount of earned to Date	96,943.63
Less: previous payments	54,528.64
Balance	42,414.99
Authorized deductions	-0-
AMOUNT OF FINAL PAYMENT	42,414.99

6. That the final payment in the amount of Forty Two Thousand, Four Hundred Fourteen Dollars & 99/100 is now due and payable.

CONCURRED
Valley Paving, Inc.

BY: _____
Contractor's Name

BY: _____
Engineer's Signature

OWNER

By: _____
Hidalgo County Judge

APPLICATION FOR RELEASE OF RETAINAGE

To: Hidalgo County (OWNER)
From: Valley Paving Inc. (CONTRACTOR)
Contract: CAP-08-013-07-11
Project: Road and Drainage Construction of Amberland Subdivision
OWNER's Contract No. CAP-08-013-07-11 ENGINEER's Project No. 06-168
For Work accomplished through the date of: 2/12/2009 .

1.	Original Contract Price:	$ 103,498.63
2.	Net change by Change Orders and Written Agreements (+ or -):	$ (6,555.00)
3.	Current Contract Price (1 plus 2):	$ 96,943.63
4.	Total completed and stored to date:	$ 96,943.63
5.	Retainage (per Agreement):	
	0% of completed Work: $ -	
	0% of stored material: $ -	
	Total Retainage:	$ -
6.	Total completed and stored to date less retainage (4 minus 5):	$ 96,943.63
7.	Less previous Application for Payments:	$ 87,249.27
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):** P.O. # 608397	$ 9,694.36

Accompanying Documentation:

9-1311-206-00-000-018-0-000 = $9,694.36

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 3-9-09 Valley Paving Inc.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9 day of March, 2009

Mayela G Duque
Notary Public
My Commission expires: 11/21/2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3-09-09 Hinojosa Engineering Inc
ENGINEER
By:

INVOICE RECEIVED BY: ON 3/11/09
GOODS/SERVICES RECEIVED BY: ON 3/11/09

Estimate Quantity Update Worksheet
Amberland Subdivision
Colonia Access Program Project - Precinct No.3
Contract No.CAP-08-013-07-11
Contractor: Valley Paving, Inc.

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1 Monthly Quantity	RFP 1 Quantity to Date	RFP 1 Item Cost (Monthly)	RFP 2 & FINAL Monthly Quantity	RFP 2 & FINAL Quantity to Date	RFP 2 & FINAL Item Cost (Monthly)
Roadway											
100	Preparing ROW	13.07	STA	$ 750.00	$9,802.50	13.07	13.07	$9,802.50	0	13.07	$0.00
134	Backfill	13.07	STA	$ 150.00	$1,960.50	13.07	13.07	$1,960.50	0	13.07	$0.00
247	Flex Base (8")	903.50	CY	$ 26.00	$23,491.00	903.5	903.5	$23,491.00	0	903.5	$0.00
251	Reworking Base Material (DC) (TY D CL2)	903.50	CY	$ 3.25	$2,936.38	903.5	903.5	$2,936.38	0	903.5	$0.00
262	Lime Trt for BS Crse	3,850.00	SY	$ 2.50	$9,625.00	3850	3850	$9,625.00	0	3850	$0.00
262	Lime (TY A Slurry), (TY B or TY C)	19.34	TON	$ 150.00	$2,901.00	19.34	19.34	$2,901.00	0	19.34	$0.00
310	Prime Coat (MC-30)	706.00	GAL	$ 4.00	$2,824.00	0	0	$0.00	706	706	$2,824.00
340	Asphalt Concrete Pavment Type "D"	3,475.00	SY	$ 6.55	$22,761.25	0	0	$0.00	3475	3475	$22,761.25
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 3,685.00	$5,527.50	1.5	1.5	$5,527.50	0	1.5	$0.00
506	Construction Exits (TY 2) (Install)	72.50	SY	$ 25.00	$1,812.50	72.5	72.5	$1,812.50	0	72.5	$0.00
506	Construction Exits (TY 2) (Remove)	72.50	SY	$ 10.00	$725.00	72.5	72.5	$725.00	0	72.5	$0.00
5249	Temp Sediment Control Fence	208.00	LF	$ 4.50	$936.00	208	208	$936.00	0	208	$0.00
5249	Temp Sediment Control Fence (Remove)	208.00	LF	$ 2.00	$416.00	0	0	$0.00	208	208	$416.00
530	Turnouls (Asph-Conc.-Pav)	72.50	SY	$ 12.00	$870.00	72.5	72.5	$870.00	0	72.5	$0.00
Drainage											
464	RCP (CL III) (18")	84	LF	$ 25.00	$2,100.00	0	0	$0.00	84	84	$2,100.00
464	RCP (CL III) (15")	285	LF	$ 23.00	$6,555.00	0	0	$0.00	0	0	$0.00
467	Safety End Treatment	2	EA	$ 850.00	$1,700.00	0	0	$0.00	2	2	$1,700.00
530	Driveways (Ty PRB-1) (ACP) (1")	55	SY	$ 12.00	$660.00	0	0	$0.00	55	55	$660.00
530	Driveways (Ty PRB-1) (Concrete)	131	SY	$ 45.00	$5,895.00	0	0	$0.00	131	131	$5,895.00
				TOTAL	$103,498.63		Totals:	$60,587.38		Totals:	$36,356.25

Roadway: $60,587.38
Drainage: $0.00

Roadway: $26,001.25
Drainage: $10,355.00

Totals to Date:

Roadway: $86,588.63
Drainage: $10,355.00
Total: $96,943.63

Prepared and Checked by:

Signature: _____

Printed Name: Ricardo Hinojosa, P.E.

Date: 2-18-09

LIST OF SUPPLIERS
&
FINAL WAIVER OF LIEN
Amberland Subdivision

Valley Caliche Products, Inc.
(Caliche Base Material)
(Hot Mix Asphaltic Concrete)

Chemical Lime Company
(Lime Stabilizer Material)
(This Lien is a copy, as soon as original is received appx. 6 days by mail
It will be forwarded to Auditors office. Attn: Rossana
Please acknowledge this faxed copy so as to not further delay payment.)

El Alamo Concrete
(Concrete)

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with El Alamo Concrete to furnish Concrete in connection with certain improvements to real property in located in Mission, Texas, Hidalgo County, Texas and owned by Hidalgo County Precinct No. 3 Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Seven Hundred Twelve Dollars and no/cents---------- ($ 712.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bill for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

El Alamo Concrete
Supplier

By: _____ Secretary
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 12th day of February 2009 to certify which witness my hand and seal of office.

DAISY BONILLA
Notary Public, State of Texas
My Commission Expires
August 02, 2009

Daisy Bonilla
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-2-2009

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Chemical Lime Company of Texas to furnish Lime in connection with certain improvements to real property in located in Mission, Texas, Hidalgo County, Texas and owned by Hidalgo County Precinct No. 3 Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Two Thousand, Seven Hundred Forty Eight Dollars and 12/100 ($ 2,748.12) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bill for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

This release only becomes effective when the check, properly endorsed, has cleared the bank

initials AB EV

Chemical Lime Company of Texas
Supplier

By: Alicia Barboza, CCE
TITLE Credit Specialist

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11th day of February, 2009 to certify which witness my hand and seal of office.

RUBY CLAIBORNE
My Commission Expires
October 8, 2012

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 10-8-12

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Valley Caliche Prducts, Inc. to furnish Caliche in connection with certain improvements to real property in located in Mission, Texas, Hidalgo County, Texas and owned by Hidalgo County Precinct No. 3 Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Five Thousand, Three Hundred Twenty Seven Dollars and 13/100 ($ 5,327.13) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

~~Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bill for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.~~

Valley Caliche Product, Inc.
Supplier

By: Mark Mothenal
TITLE VICE PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11TH day of FEBRUARY 2009 to certify which witness my hand and seal of office.

Irma P. Price
NOTARY PUBLIC in and for the State of Texas

IRMA P PRICE
Notary Public, State of Texas
My Commission Expires
August 07, 2011

My Commission Expires: 8-7-11

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Hidalgo County Pct. No. 3 - Amberland Subd. PROJECT NO. CAP 08-013-05-21-LRM
OWNER: Hidalgo County
CONTRACTOR: Valley Paving, Inc.
ENGINEER: Hinojosa Engineering

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

CONTRACTOR Valley Paving, Inc.

By: _____

Title President

Subscribed and sworn to before me this 12th day of February, 2009

Notary Public: Rosalinda Trevino

My Commission Expires: 02-23-11

ROSALINDA TREVIÑO
MY COMMISSION EXPIRES
February 23, 2011

Form K

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Hidalgo County Pct. No. 3 - Amberland Subd. PROJECT NO.
OWNER: Hidalgo County CAP 08-013-05-21-LRM
CONTRACTOR: Valley Paving, Inc.
ENGINEER: Hinojosa Engineering

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

CONTRACTOR Valley Paving, Inc.

By : _____

Title President

Subscribed and sworn to before me this 12th day of February, 2009

Notary Public: Rosalinda Trevino

My Commission Expires: 02-23-11

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Form L

Progress Estimate

Project: Hidalgo County Pct. No. 3
Amberland Subdivision

Project No.: CAP-08-013-05-21-LRM Estimate No.3 & Final
for Period from 01/27/09 to 02/12/09

Notice to Proceed Date: 09/01/08
Contract Completion Date: 12/11/08
Approved Time Extensions: _____
Revised Contract Completion Date: 12/30/08

Contract Date: 07/11/08
Original Contract Amount: $ 103,498.63
Revised Contract Amount: $ 96,943.63

TOTAL AMOUNT WORK DONE TO DATE: $ 96,943.63

Less Amount Due Retained: (-0-)
Less Previous Payments: (87,249.27)

AMOUNT DUE TO CONTRACTOR: $ 9,694.36

Owner: Hidalgo County Pct. No. 3

Contractor: Valley Paving, Inc.

CERTIFICATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge, I certify that all times, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance to the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, including all changes authorized thereto; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE CONTRACTOR" has been received.

I further certify that all just and lawful bills against the below named Contractor, for labor, material and Expandable equipment employed in the performance of said contract have been paid in full accordance with the Contract requirements.

DATE: 02/12/09 BY: _____ TITLE: President

CERTIFICATE OF ENGINEER'S REPRESENTATIVE

I certify that a qualified project representative was present on the project on a continual basis to observe Construction and that all materials and work included in this statement have been performed in general accordance with the construction plans and specifications and authorized changes thereto. I further certify that I have verified this estimate and that, to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor, that the amount due him is correct and just.

PROJECT MANAGER: _____ DATE: _____

OWNER'S ACCEPTANCE: _____ DATE: 3-09-09

VALLEY PAVING INC.
321 E. 2 MILE LINE
MISSION, TX. 78574

PHONE (956) 585-5908
PHONE (956) 581-1370
FAX (956) 584-0057

TO: HIDALGO COUNTY PCT 3
C/O HINOJOSA ENGINEERING, INC.
MISSION, TX. 78572

PAYMENT REQUEST #2 & FINAL

2/12/2009

PROJECT: AMBERLAND SUBDIVISION

	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	QTY. COMP.	TOTAL AMOUNT
1	PREPARING ROW	13.07	STA	$ 750.00	$ 9,802.50	13.07	$ 9,802.50
2	BACKFILL TYPE A	13.07	STA	$ 150.00	$ 1,960.50	13.07	$ 1,960.50
3	FLEXIBLE BASE TYPE D	903.5	CY	$ 26.00	$ 23,491.00	903.5	$ 23,491.00
4	LIME TREATMENT FOR BASE COURSE	3850	SY	$ 2.50	$ 9,625.00	3850	$ 9,625.00
5	LIME TREATMENT TYPE A SLURRY	19.34	TN	$ 150.00	$ 2,901.00	19.34	$ 2,901.00
6	REWORKING BASE MATERIAL	903.5	CY	$ 3.25	$ 2,936.38	903.5	$ 2,936.38
7	PRIME COAT MC 30	706	GAL	$ 4.00	$ 2,824.00	706	$ 2,824.00
8	ASPHALT CONCRETE PAVEMENT TYPE D	3,475	SY	$ 6.55	$ 22,761.25	3475	$ 22,761.25
9	BARRICADES SIGNS & TRAFFIC HANDELING	1.5	MO	$ 3,685.00	$ 5,527.50	1.5	$ 5,527.50
10	CONSTRUCTION EXITS TYPE 2 INSTALL	72.5	SY	$ 25.00	$ 1,812.50	72.5	$ 1,812.50
11	CONSTRUCTION EXITS TYPE 2 REMOVE	72.5	SY	$ 10.00	$ 725.00	72.5	$ 725.00
12	TURNOUTS(ASPHALTIC CONCRETE PAVEMENT)	72.5	SY	$ 12.00	$ 870.00	72.5	$ 870.00
13	TEMPORARY SEDIMENT CONTROLL FENCE (INSTALL)	208	LF	$ 4.50	$ 936.00	208	$ 936.00
14	TEMPORARY SEDIMENT CONTROLL FENCE (REMOVE)	208	LF	$ 2.00	$ 416.00	208	$ 416.00
15	RCP(CL3 18")	84	LF	$ 25.00	$ 2,100.00	84	$ 2,100.00
16	RCP(CL3 15")	285	LF	$ 23.00	$ 6,555.00	0	$ -
17	SAFETY END TREATMENTS	2	EA	$ 850.00	$ 1,700.00	2	$ 1,700.00
18	DRIVE WAYS (ASPHALT CONCRETE PAVEMENT)	55	SY	$ 12.00	$ 660.00	55	$ 660.00
19	DRIVE WAYS CONCRETE 3000 PSI	131	SY	$ 45.00	$ 5,895.00	131	$ 5,895.00
	TOTAL CONTRACT AMOUNT				$ 103,498.63		
	TOTAL AMOUNT COMPLETED TO DATE						$ 96,943.63

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING • CIVIL ENGINEERING
LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS 78572

TRANSMITTAL LETTER

PROJECT: AMBERLAND SUBDIVISION. **PROJECT #** 06-168

DATE: 3-10-09

TO: BORDER COLONIAS

If enclosures are not as noted, please Inform us immediadialy.
If checked below, please,
( ) Acknowledge receipt of enclosure.
( ) Return enclosures to us.

ATTN: AGAPITO VARGAS.

WE TRANSMIT:
(X) **HEREWITH** ( ) **UNDER SEPERATE COVER VIA** _____
( ) **IN ACCORDANCE WITH YOUR REQUEST** _____

FOR YOUR:
(X) **APPROVAL** ( ) **RECORD** ( ) **INFORMATION**
( ) **REVIEW & COMMENT** ( ) **DISTRIBUTION TO PARTIES**

THE FOLLOWING:
( ) **DRAWINGS** ( ) **SHOP DRAWING REPRODUCIBLES** ( ) **SAMPLES**
( ) **SPECIFICATIONS** ( ) **SHOP DRAWING PRINTS** ( ) **PRODUCT LITERATURE**
( ) **CHANGE ORDER** (X) **OTHER** _____

COPIES	DATE	DESCRIPTION
1	3-10-09	ORIGINAL APPLICATION FOR RELEASE OF RETAINAGE.

REMARKS:

COPIES TO : FILE

Gerardo

AI-14687 **19.H.1.**

Round III - Work Authorization No. 1 - Millennium Engineers Group, Inc.

CC REGULAR

Date:	03/31/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.4

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization No. 1 (with a proposed fee of $67,718.31) with Millennium Engineers Group, Inc. to provide Geotechnical Engineering Services and Construction Materials Testing to Hidalgo County Precinct No. 4 for Various Border Colonia Access Program Round III Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-124-XXX-0-339

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

BUDGETARY IMPACT:

Please see attached expense report for funding availability.

Attachments

Link: w.a 1 millennium rd3 pct 4

Link: expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2009 12:16 PM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 12:18 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/27/2009 03:13 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Yvette Islas Started On: 03/23/2009 08:22 AM

Final Approval Date: 03/27/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-025-09-02
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 **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services and Construction Materials Testing for the Border Colonia Access Program Round 3 at Foster Subdivision, Hacienda De Los Vegas, Hoen Drive Subdivision, Lakeview Subdivision, Las Brisas, Seminary Village Subdivision, Trenton Terrace, Colonia Esperanza #1, La Flor Estates, La Flor Gardens and Laborsita. Projects are located in Precinct #4.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$67,718.31**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 9-1312-431-00-124-XXX-339
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Oscar L. Garza Jr. as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY COMMISSIONER PRECINCT #4

_____

BY: Oscar L. Garza Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2009.

THE ENGINEER:

_____

By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas, III,
County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

1312 BORDER COLONIA ACCESS PROGRAM ROUND 3

Proposal Number	Account Number / Description
09-42	9-1312-431-00-124-274-0-339 FOSTER SUBDIVISION-OTHER PROF SERVICES
09-43	9-1312-431-00-124-300-0-339 HACIENDA DE LOS VEGAS-OTHER PROF SERVICE
09-44	9-1312-431-00-124-329-0-339 HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS
09-45	9-1312-431-00-124-401-0-339 LAKEVIEW SUBDIVISION-OTHER PROF SERVICES
09-46	9-1312-431-00-124-406-0-339 LAS BRISAS-OTHER PROFESSIONAL SERVICES
09-47	9-1312-431-00-124-657-0-339 SEMINARY VILLAGE SUBD-OTHER PROF SRVS
09-48	9-1312-431-00-124-752-0-339 TRENTON TERRACE-OTHER PROF SERVICES
09-49	9-1312-431-00-124-844-0-339 COL ESPERANZA #1-OTHER PROF SERVICES
09-50	9-1312-431-00-124-882-0-339 LA FLOR ESTATES-OTHER PROF SERVICES
09-51	9-1312-431-00-124-883-0-339 LA FLOR GARDENS-OTHER PROF SERVICES
09-52	9-1312-431-00-124-886-0-339 LABORSITA-OTHER PROF SERVICES

1312 BORDER COLONIA ACCESS PROGRAM ROUND 3
9 YEAR

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-42

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

		Project	
Description	Qty	Cost	Total
FOSTER SUBDIVISION			
Atterberg Limits	2	59.00	118.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	1	175.00	175.00
Field Density (Soils)	20	20.00	400.00
Asphalt Density (In-Place, Cores)	1	20.00	20.00
Wet Ball Mill	1	160.00	160.00
Asphalt Cores	6	50.00	300.00
Asphalt Density (In-Place, Cores)	6	20.00	120.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	1	20.00	20.00
Concrete Specimen (Compression)	5	15.00	75.00
Stability	1	85.00	85.00
Vehicle Trip Charge	8	30.00	240.00
Engr. Technician	12.1473	39.25	476.78
Engr. Technician (Concrete)	5	42.00	210.00
Engr. Technician (Asphalt)	2	42.00	84.00
Clerical/Administrative	8	40.00	320.00
Test Report	15	30.00	450.00
Project Management & Coordination	4	65.00	260.00

We thank you for your prompt payment. Please remit to the above address.

Total $3,888.78

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-43

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

	Project		
Description	Qty	Cost	Total
HACIENDA DE LOS VEGAS			
Atterberg Limits	3	59.00	177.00
Gradation (Dry)	2	45.00	90.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	2	175.00	350.00
Field Density (Soils)	10	20.00	200.00
Asphalt Density (In-Place, Cores)	2	20.00	40.00
Wet Ball Mill	1	160.00	160.00
Asphalt Cores	6	50.00	300.00
Asphalt Core Thickness	6	5.25	31.50
Asphalt Density (In-Place, Cores)	0	20.00	0.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Concrete Specimen (Compression)	4	15.00	60.00
Vehicle Trip Charge	6	30.00	180.00
Engr. Technician	13.5	39.25	529.88
Engr. Technician (Concrete)	5.293	42.00	222.31
Clerical/Administrative	6	40.00	240.00
Test Report	12	30.00	360.00
Project Management & Coordination	2	65.00	130.00

We thank you for your prompt payment. Please remit to the above address.

Total $3,175.69

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-44

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

	Project

Description	Qty	Cost	Total
HOEN DRIVE SUBD			
Atterberg Limits	10	59.00	590.00
Gradation (Dry)	6	45.00	270.00
Washed Sieve Analysis	3	50.00	150.00
Standard Proctor	5	175.00	875.00
Field Density (Soils)	80	20.00	1,600.00
Asphalt Density (In-Place. Cores)	8	20.00	160.00
Wet Ball Mill	2	160.00	320.00
Asphalt Cores	10	50.00	500.00
Extraction, Grad. and % Asphalt	2	225.00	450.00
Bituminous Mix Theoretical SPG	2	55.00	110.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	4	20.00	80.00
Air Content (Pressure)	15	18.00	270.00
Concrete Specimen (Compression)	60	15.00	900.00
Stability	1	85.00	85.00
Vehicle Trip Charge	40	30.00	1,200.00
Engr. Technician	60	39.25	2,355.00
Engr. Technician (Concrete)	46.6855	42.00	1,960.79
Engr. Technician (Asphalt)	10	42.00	420.00
Test Report	40	30.00	1,200.00
Clerical/Administrative	30	40.00	1,200.00
Project Management & Coordination	20	65.00	1,300.00

We thank you for your prompt payment. Please remit to the above address.

Total $15,995.79

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-45

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

		Project	
Description	Qty	Cost	Total
LAKEVIEW SUBDIVISION			
Atterberg Limits	6	59.00	354.00
Gradation (Dry)	2	45.00	90.00
Washed Sieve Analysis	2	50.00	100.00
Standard Proctor	5	175.00	875.00
Field Density (Soils)	60	20.00	1,200.00
Asphalt Density (In-Place, Cores)	8	20.00	160.00
Wet Ball Mill	2	160.00	320.00
Asphalt Cores	5	50.00	250.00
Extraction, Grad. and % Asphalt	2	225.00	450.00
Bituminous Mix Theoretical SPG	2	55.00	110.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	4	20.00	80.00
Air Content (Pressure)	15	18.00	270.00
Concrete Specimen (Compression)	30	15.00	450.00
Stability	1	85.00	85.00
Vehicle Trip Charge	30	30.00	900.00
Engr. Technician	49.0445	39.25	1,925.00
Engr. Technician (Concrete)	35	42.00	1,470.00
Engr. Technician (Asphalt)	10	42.00	420.00
Test Report	40	30.00	1,200.00
Clerical/Administrative	30	40.00	1,200.00
Project Management & Coordination	20	65.00	1,300.00

We thank you for your prompt payment. Please remit to the above address.

Total $13,209.00

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-46

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

		Project	
Description	Qty	Cost	Total
LAS BRISAS			
Atterberg Limits	4	59.00	236.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	2	175.00	350.00
Field Density (Soils)	24	20.00	480.00
Asphalt Density (In-Place, Cores)	8	20.00	160.00
Wet Ball Mill	1	160.00	160.00
Asphalt Cores	8	50.00	400.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	3	20.00	60.00
Air Content (Pressure)	2	18.00	36.00
Concrete Specimen (Compression)	10	15.00	150.00
Stability	1	85.00	85.00
Vehicle Trip Charge	13	30.00	390.00
Engr. Technician	20	39.25	785.00
Engr. Technician (Concrete)	10.4166	42.00	437.50
Engr. Technician (Asphalt)	4	42.00	168.00
Test Report	25	30.00	750.00
Clerical/Administrative	20	40.00	800.00
Project Management & Coordination	6	65.00	390.00

We thank you for your prompt payment. Please remit to the above address.

Total $6,212.50

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-47

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

		Project	
Description	Qty	Cost	Total
SEMINARY VILLAGE			
Atterberg Limits	4	59.00	236.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	2	175.00	350.00
Field Density (Soils)	24	20.00	480.00
Asphalt Density (In-Place, Cores)	8	20.00	160.00
Wet Ball Mill	1	160.00	160.00
Asphalt Cores	8	50.00	400.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	3	20.00	60.00
Air Content (Pressure)	2	18.00	36.00
Concrete Specimen (Compression)	10	15.00	150.00
Stability	1	85.00	85.00
Vehicle Trip Charge	13	30.00	390.00
Engr. Technician	17.0445	39.25	669.00
Engr. Technician (Concrete)	10	42.00	420.00
Engr. Technician (Asphalt)	4	42.00	168.00
Test Report	25	30.00	750.00
Clerical/Administrative	18	40.00	720.00
Project Management & Coordination	6	65.00	390.00

We thank you for your prompt payment. Please remit to the above address.

Total $5,999.00

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-48

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

		Project	
Description	Qty	Cost	Total
TRENTON TERRACE			
Atterberg Limits	6	59.00	354.00
Gradation (Dry)	2	45.00	90.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	4	175.00	700.00
Field Density (Soils)	40	20.00	800.00
Asphalt Density (In-Place, Cores)	8	20.00	160.00
Wet Ball Mill	1	160.00	160.00
Asphalt Cores	8	50.00	400.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	3	20.00	60.00
Air Content (Pressure)	4	18.00	72.00
Concrete Specimen (Compression)	20	15.00	300.00
Stability	1	85.00	85.00
Vehicle Trip Charge	20	30.00	600.00
Engr. Technician	35	39.25	1,373.75
Engr. Technician (Concrete)	21.6584	42.00	909.65
Engr. Technician (Asphalt)	5	42.00	210.00
Test Report	40	30.00	1,200.00
Clerical/Administrative	30	40.00	1,200.00
Project Management & Coordination	10	65.00	650.00

We thank you for your prompt payment. Please remit to the above address.

Total $9,654.40

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-49

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

	Project

Description	Qty	Cost	Total
COL ESPERANZA #1			
Atterberg Limits	1	59.00	59.00
Standard Proctor	1	175.00	175.00
Field Density (Soils)	15	20.00	300.00
Asphalt Cores	6	50.00	300.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Concrete Specimen (Compression)	4	15.00	60.00
Vehicle Trip Charge	5	30.00	150.00
Engr. Technician	10	39.25	392.50
Engr. Technician (Concrete)	5.3841	42.00	226.13
Test Report	15	30.00	450.00
Clerical/Administrative	6	40.00	240.00
Project Management & Coordination	4	65.00	260.00

We thank you for your prompt payment. Please remit to the above address.

Total $2,667.63

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-50

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

Project

Description	Qty	Cost	Total
LA FLOR ESTATES			
Atterberg Limits	1	59.00	59.00
Standard Proctor	1	175.00	175.00
Field Density (Soils)	13	20.00	260.00
Asphalt Cores	6	50.00	300.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Concrete Specimen (Compression)	4	15.00	60.00
Vehicle Trip Charge	5	30.00	150.00
Engr. Technician	10	39.25	392.50
Engr. Technician (Concrete)	4.889	42.00	205.34
Test Report	15	30.00	450.00
Clerical/Administrative	6	40.00	240.00
Project Management & Coordination	4	65.00	260.00

We thank you for your prompt payment. Please remit to the above address.

Total $2,606.84

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-51

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

	Project		
Description	Qty	Cost	Total
LA FLOR GARDENS			
Atterberg Limits	1	59.00	59.00
Standard Proctor	1	175.00	175.00
Field Density (Soils)	13	20.00	260.00
Asphalt Cores	6	50.00	300.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Concrete Specimen (Compression)	4	15.00	60.00
Vehicle Trip Charge	5	30.00	150.00
Engr. Technician	10	39.25	392.50
Engr. Technician (Concrete)	4.889	42.00	205.34
Test Report	15	30.00	450.00
Clerical/Administrative	6	40.00	240.00
Project Management & Coordination	4	65.00	260.00

We thank you for your prompt payment. Please remit to the above address.

Total $2,606.84

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2009	09-52

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

		Project	
Description	Qty	Cost	Total
LABORSITA			
Atterberg Limits	2	59.00	118.00
Field Density (Soils)	15	20.00	300.00
Concrete Specimen (Compression)	5	15.00	75.00
Vehicle Trip Charge	4	30.00	120.00
Engr. Technician	6	39.25	235.50
Engr. Technician (Concrete)	3.77	42.00	158.34
Test Report	10	30.00	300.00
Clerical/Administrative	5	40.00	200.00
Project Management & Coordination	3	65.00	195.00

We thank you for your prompt payment. Please remit to the above address.

Total $1,701.84

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-124-274-0-339	FOSTER SUBDIVISION-OTHER PROF SERVICES	.00	3,888.78	.00	.00	3,888.78	.00
9-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	.00	3,175.69	.00	.00	3,175.69	.00
9-1312-431-00-124-329-0-339	HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS	.00	15,995.79	.00	.00	15,995.79	.00
9-1312-431-00-124-401-0-339	LAKEVIEW SUBDIVISION-OTHER PROF SERVICES	.00	13,209.00	.00	.00	13,209.00	.00
9-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	.00	6,212.50	.00	.00	6,212.50	.00
9-1312-431-00-124-657-0-339	SEMINARY VILLAGE SUBD-OTHER PROF SRVS	.00	5,999.00	.00	.00	5,999.00	.00
9-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	.00	9,654.40	.00	.00	9,654.40	.00
9-1312-431-00-124-844-0-339	COL ESPERANZA #1-OTHER PROF SERVICES	.00	2,667.63	.00	.00	2,667.63	.00
9-1312-431-00-124-882-0-339	LA FLOR ESTATES-OTHER PROF SERVICES	.00	2,606.84	.00	.00	2,606.84	.00
9-1312-431-00-124-883-0-339	LA FLOR GARDENS-OTHER PROF SERVICES	.00	2,606.84	.00	.00	2,606.84	.00
9-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	.00	1,701.84	.00	.00	1,701.84	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**67,718.31**	**.00**	**.00**	**67,718.31**	**.00**
9 YEAR		**.00**	**67,718.31**	**.00**	**.00**	**67,718.31**	**.00**

AI-14695 **19.I.1.**

Consulting Services-Stimulus Package Federal Funding Source For Sheriff's Office

CC REGULAR

Date:	03/31/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

A. Status of negotitations with number one ranked consultant, Hollis Rutledge & Associates; if applicable,

B. Proposal with Scope of Services including time lines submitted by Hollis Rutledge and Associates; and, if accepted & approved,

C. Consulting Services Contract #C-09-136-03-31 with Hollis Rutledge & Associates for Stimulus Bill Funding Sources for the Hidalgo County Sheriff's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Marty, would this require an account number for the services at this time or until we know what Mr. Rutledge's proposal with scope of services is going to be to be able to determine out of what account number this will be coming out of?

We will need to wait and determine if the consultant confirms that stimulus monies can be used for payment of such services, no other funding sources will need to be identified. However, if stimulus bill does not permit the expenditure for consulting services, the County will need to identify and allocate funding for the contract fees.

DBM> Funding to be determined based on future negotiations prior to commencement.

Attachments

Link: Memo To Mr. Rutledge

Link: DRAFT CONSULTING SERVICES CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2009 09:41 AM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 09:53 AM	APRV
3	Rey Salazar	Rey Salazar	03/27/2009 03:26 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Vangie Garcia Started On: 03/23/2009 01:54 PM

Final Approval Date: 03/27/2009

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, March 26, 2009 2:39 PM
To: 'hollis@rutledge-associates.com'
Cc: 'martha.salazar@co.hidalgo.tx.us'
Subject: Memo-Consulting Services-Stimulus Package Federal Package Project For Hidalgo County Sheriff's Office
Attachments: M E M O R A N D U M.docx

Importance: High

Mr. Rutledge,
Please review the attached memorandum regarding the above-referenced subject. Should you have any questions, please call me. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina. garcia@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hollis Rutledge, Jr. President
Hollis Rutledge And Associates, Inc.

FROM: Vangie Y. Garcia, Contract's Manager
For: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

RE: Consulting Services –Stimulus package Federal Funding Source For Hidalgo County Sheriff's Office

DATE: March 26, 2009

Pursuant to the meeting held on Monday, March 23, 2009, a request for a "Proposed Scope Of Work" for the Sheriff's Office Project was asked to be developed and submitted by Hollis Rutledge And Associates to the Purchasing Department by 5:00 p.m., Monday, March 30, 2009.

Your hourly fee and any traveling expenses relating to project must be included in the submittal of your proposal with the scope of services.

It was also discussed if the Consulting Services expense for such project would be allowable under the "Stimulus Package", what other areas may fall under the "Stimulus Package", what would be the pros and cons, scope of services for such project and being that the federal received additional monies for such programs, could this be another source in retaining funds for the Sheriff's Office request of project. This will be discussed again to see what you were able to determine.

The next scheduled meeting will be held @ 3:00 p.m., Thursday, April 2, 2009, here at Hidalgo County Purchasing Department-2802 S. Business Hwy. 281 in Edinburg, Texas. Please acknowledge if attending scheduled meeting by signing below and returning response via facsimile and or email.

Should you have any questions, please call me at the telephone listed below. Thank you.

Authorized Signature	Date

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-09-00-00-00

THIS AGREEMENT is made on the _____day of _____, 2009 by and between "_____," _____, Hidalgo County, Texas, (hereinafter "Consultant") and County Of Hidalgo, a political subdivision of the State of Texas (hereinafter "County") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County the consulting services

DRAFT

required by Hidalgo County in connection with _____ (the "Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County requested proposals from professional consultants to assist the County in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant will report any problems or recommended changes in the Implementation of _____to Hidalgo County.

3. As consideration for services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant must comply with all applicable County policies.

Notwithstanding the foregoing sentence, Consultant represents and maintains that he is an independent Consultant and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant agrees to be responsible for any federal income tax, withholding or social security tax

DRAFT

liability that might arise from payments received hereunder.

5. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (3) written notice prior to cancellation.

6. Consultant may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Contract will be effective upon approval of award _____ _____, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified

DRAFT

by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Consultant: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time at it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Consultant shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extend necessary to bring them within the legal requirements and only during

DRAFT

the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that the will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this

DRAFT

Contract.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant have been duly authorized by all necessary laws,

DRAFT

resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant in accordance with its terms.

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant.

DRAFT

County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

DRAFT

23. Representation and Warranties. Consultant represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant pursuant to this Contract. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant as herein contained as a material inducement to County to enter into the Contract.

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

DRAFT

APPROVED BY COMMISSIONERS COURT ON_____, 2009.

APPROVED AS TO FORM:

By:_____
Antonio Mendoza, Assistant District Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Consultant:

By:_____

Printed Name:_____

Title:_____

Date:_____

DRAFT

DRAFT

APPENDIX “B”
CONSULTANT FEE

DRAFT

EXHIBIT "C"
INSURANCE DOCUMENTATION

DRAFT

EXHIBIT “D”
CONFLICT OF INTEREST FORM
(CIQ)

DRAFT

VENDOR/BIDDER APPLICATION

DRAFT

DEBARMENT FORM

DRAFT

DRAFT

AI-14706 **19.J.1.**

Lease/Rental of Vehicles

CC REGULAR

Date:	03/31/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder meeting all requirements as attached hereto for: Hidalgo County - “Lease/Rental of Vehicles” (RFB 09-011-03-04-YSI).

BACKGROUND

Contract previously approved by legal.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1100-421-00-280-001-0-442

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

BUDGETARY IMPACT:

$17,659.50 available balance as of 03/27/09.

9-1284-421-00-280-037-9-442 $22,290 available balance as of 03/27/09.

Attachments

Link: contract 09.011

Link: dept recomend 09.011

Link: b tab 09.011

Link: part log 09.011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2009 12:50 PM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 12:54 PM	APRV
3	Rey Salazar	Rey Salazar	03/27/2009 02:32 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Yvette Islas — Started On: 03/24/2009 01:05 PM

Final Approval Date: 03/27/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-011-00-00

THIS CONTRACT is made and entered into this 22nd day of May, 2009 by and between the **County of Hidalgo, Texas** ("County"), and **Enterprise Rent A Car** ("Company").

WHEREAS, Company responded to request for bids for the "Lease/Rental of Vehicles"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" (Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**, for a period of one (1) year term with the County's option to extend and additional two (2) additional one (1) year terms under the same rates, terms and conditions. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **May 22, 2009** and ending, **May 21, 2010** and may be extended at the sole discretion of County for an additional two (2) one (1) year periods under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. This contract will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty days written notice prior to cancellation

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing

and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Enterprise Rent A Car**
Attn: Gilberto Gonzalez
408 E. Business 83
McAllen, Texas 78501

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of_____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company:_____

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On:_____

RFB Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY "LEASE/RENTAL OF VEHICLES"
Bid No: 09-011-03-04-YSI

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 2 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Requirements Agreement consisting of 6 pages.**
9. **Certification Regarding Debarment 1 page.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 17, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 17, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"LEASE/RENTAL OF VEHICLES"**
Bid No: 09-011-03-04-YSI

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-011-03-04	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626 x-4874

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

BID OPENING DATE:

March 04, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "LEASE/RENTAL OF VEHICLES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-011-03-04-YSI HIDALGO COUNTY - "LEASE/RENTAL OF VEHICLES"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 04, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-011-03-04-YSI RFB-HIDALGO COUNTY – "LEASE/RENTAL OF VEHICLES".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY - "LEASE/RENTAL OF VEHICLES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 04, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty days written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

BID NO.: 2009-011-03-04-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY
"LEASING / RENTAL OF VEHICLES"
BID NO. 09-011-03-04-YSI

SPECIFICATIONS, TERMS AND CONDITIONS

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to Hidalgo County including, but not limited to the following:

---

1. All mentioned vehicles are subject to being equal or better.

2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3. The contract for this project will be utilized by the HIDTA Task Force, Sheriff's Office and/or any other County Department.

4. **Hidalgo County reserves the right to seek services for "Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.**

5. Any vehicle acquired by the County will be delivered to any County Department if you are an out of town vendor.

6. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions.

7. The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

8. **Do not include insurance coverage for the vehicles on your bid price .**

9. Insurance Certificates (Refer to Exhibit "C" limits) must be submitted for your business and maintained throughout the term of the contract by the awarded vendor.

10. The County reserves the right to reject all bids, to waive any or all formalities, or to

accept the bid considered the best and most advantageous to the County.

11. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

12. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "as needed basis". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.

13. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.

14. Vendor will provide clean and well maintained vehicles to Hidalgo County, vendor will also provide all maintenance services to keep vehicles in top working order. This includes but is not limited to oil changes and tire rotation as need it.

Description of Vehicle:
Compact ex. Escort, Neon, Cavalier; or similar models
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
Minivan ex. Montana Voyager, Windstar, Astro Caravan; or similar models
Full size Van ex. Passenger, Econoline F150 250 350; or similar models
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500;or similar models

EXHIBIT "B"

HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
BID #: 09-011-03-04-YSI

BID PAGE

A.

Description of Vehicle:	**Daily Total plus free miles**	**Weekly Total plus free miles**	**Monthly Total plus free miles**
Compact ex. Escort, Neon, Cavalier; or similar models	$ Miles	$ Miles	$ Miles
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models	$ Miles	$ Miles	$ Miles
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ Miles	$ Miles	$ Miles
Minivan ex. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ Miles	$ Miles	$ Miles
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models	$ Miles	$ Miles	$ Miles
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models	$ Miles	$ Miles	$ Miles
Full size Van ex. Passenger, Econoline F150 250 350; or similar models	$ Miles	$ Miles	$ Miles
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models	$ Miles	$ Miles	$ Miles
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	$ Miles	$ Miles	$ Miles

B. 24 hour Roadside assistance toll free Phone number #_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
A	GENERAL LIABILITY			
	COMMERCIAL GENERAL LIABILITY			EACH OCCURRENCE $
	CLAIMS MADE OCCUR			FIRE DAMAGE (Any one fire) $
				MED EXP (Any one person) $
				PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE $
	POLICY PRO-JECT LOC			PRODUCTS - COMP/OP AGG $
				$
B	AUTOMOBILE LIABILITY			
	ANY AUTO			COMBINED SINGLE LIMIT (Ea accident) $
	ALL OWNED AUTOS			BODILY INJURY (Per person) $
	SCHEDULED AUTOS			BODILY INJURY (Per accident) $
	HIRED AUTOS			PROPERTY DAMAGE (Per accident) $
	NON-OWNED AUTOS			$
	GARAGE LIABILITY			AUTO ONLY - EA ACCIDENT $
	ANY AUTO			OTHER THAN AUTO ONLY: EA ACC $
				AGG $
	EXCESS LIABILITY			EACH OCCURRENCE $
C	UMBRELLA FORM			AGGREGATE $
	OTHER THAN UMBRELLA FORM			$
				$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			WC STATU-TORY LIMITS ☐ OTH-ER
				E.L. EACH ACCIDENT $
	OTHER			E.L. DISEASE - EA EMPLOYEE $
				E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CANCELLED

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

SERVICE CONTRACT
C-09-011-00-00

THIS CONTRACT is made and entered into this _____ day of, 2009 by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for the "Lease/Rental of Vehicles"; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as quote, a copy of such specifications and quote being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered DRAFT into in order to provide the Services to Hidalgo County for "Lease/Rental of Vehicles." This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **County** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, 2009 and ending, _____2010 and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. This Contract will be in effect until (a) the contact expires, (b) delivery and acceptance of products, and/or performance of services ordered,

or (c) terminated by County with thirty days written notice prior to cancellation.

DRAFT

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County

DRAFT

as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

DRAFT

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance

DRAFT

with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr.

Company:_____

By:_____

Printed
Name_____

Title:_____

Approved By Commissioners Court On:_____

Approved As To Form

By:_____
Antonio Mendoza

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “A”
TERMS & CONDITIONS

EXHIBIT "A"

HIDALGO COUNTY
"LEASING / RENTAL OF VEHICLES"
BID NO. 09-011-03-04-YSI

SPECIFICATIONS, TERMS AND CONDITIONS

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to Hidalgo County including, but not limited to the following:

---

1. All mentioned vehicles are subject to being equal or better.

2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3. The contract for this project will be utilized by the HIDTA Task Force, Sheriff's Office and/or any other County Department.

4. **Hidalgo County reserves the right to seek services for "Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.**

5. Any vehicle acquired by the County will be delivered to any County Department if you are an out of town vendor.

6. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions.

7. The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

8. **Do not include insurance coverage for the vehicles on your bid price .**

9. Insurance Certificates (Refer to Exhibit "C" limits) must be submitted for your business and maintained throughout the term of the contract by the awarded vendor.

10. The County reserves the right to reject all bids, to waive any or all formalities, or to

accept the bid considered the best and most advantageous to the County.

11. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

12. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "as needed basis". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.

13. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.

14. Vendor will provide clean and well maintained vehicles to Hidalgo County, vendor will also provide all maintenance services to keep vehicles in top working order. This includes but is not limited to oil changes and tire rotation as need it.

Description of Vehicle:
Compact ex. Escort, Neon, Cavalier; or similar models
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
Minivan ex. Montana Voyager, Windstar, Astro Caravan; or similar models
Full size Van ex. Passenger, Econoline F150 250 350; or similar models
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500;or similar models

EXHIBIT “B”
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
BID #: 09-011-03-04-YSI

BID PAGE

A.

Description of Vehicle:	**Daily Total plus free miles**	**Weekly Total plus free miles**	**Monthly Total plus free miles**
Compact ex. Escort, Neon, Cavalier; or similar models	$ 30.00 Miles	$ 165.00 Miles	$ 625.00 Miles
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models	$ 33.00 Miles	$ 181.50 Miles	$ 650.00 Miles
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 35.00 Miles	$ 192.50 Miles	$ 700.00 Miles
Minivan ex. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 40.00 Miles	$ 220.00 Miles	$ 750.00 Miles
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models	$ 45.00 Miles	$ 247.50 Miles	$ 800.00 Miles
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models	$ 60.00 Miles	$ 330.00 Miles	$ 1000.00 Miles
Full size Van ex. Passenger, Econoline F150 250 350; or similar models	$ 70.00 Miles	$ 385.00 Miles	$ 1200.00 Miles
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models	$ 35.00 Miles	$ 192.50 Miles	$ 700.00 Miles
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	$ 40.00 Miles	$ 220.00 Miles	$ 750.00 Miles

B. 24 hour Roadside assistance toll free Phone number # 1-800-307-6666

EXHIBIT “C”
INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2009

PRODUCER
Marsh USA Inc.
701 Market Street
Suite 1100
St. Louis, MO 63101

ENTER -STND-GAW-08-09 5299

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Enterprise Rent-A-Car Company et al
600 Corporate Park Drive
St. Louis, MO 63105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Discover Property And Casualty Ins Co	36463
INSURER B: United States Fidelity & Guaranty Company	25887
INSURER C: Fidelity And Guaranty Insurance Co.	35386
INSURER D: Fidelity And Guaranty Ins Undrwtr, Inc	25879
INSURER E:	

COVERAGES 5

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X Fire Damage (Any One Fire) GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	D002L00350	09/01/08	09/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES(Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 1,000,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A B	X	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X SIR $2,000,000	D002V00129 (AOS) D002V00130 (HI)	09/01/08 09/01/08	09/01/09 09/01/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
A D C C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	D002W00689 (NJ, NV) D002W00690 (HI) D002W00691 (AOS) D002W00692 (AK,OR,WI)	09/01/08 09/01/08 09/01/08 09/01/08	09/01/09 09/01/09 09/01/09 09/01/09	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Hidalgo County is added as an additional insured where required by written contract.
Any Auto owned or leased by the named insured while operated by employees of the name insured.
No coverage provided to renters under this policy. UM/UIM is provided if required by state law and then in the minimum amount required by state law.

CERTIFICATE HOLDER CHI-002235463-02

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Alfred A. Peterfeso

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PURCHASING DEPARTMENT
County Of Hidalgo

MAR 10 2009

MEMORANDUM

TO: **Dora Munoz, Commander** **VIA E-MAIL:** **dmunoz@rgtx.hidta.net**
Nelda Olivarez **nelda.olivarez@co.hidalgo.tx.ux**
Hidalgo County HIDTA Task Force

Chief Deputy Anacleto Martinez **VIA E-MAIL:** **anacleto.martinez@hidalgoso.org**
Lt Richard Ozuna **richard.ozuna@hidalgoso.org**
Juan Tapia, Procurement Specialist **jaun.tapia@hidalgoso.org**
Hidalgo County Sheriff's Office

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: March 10, 2009

RE: Request for Recommendation for: RFB 09-011-03-04-YSI
"LEASE/RENTAL OF VEHICLES"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the bid page for your review and recommendation.

Please indicate below if you DO or DO NOT recommend accepting the sole response. If you have any concerns or recommendations please indicate this in the space provided below.

Return your response to the Purchasing Department Wednesday, March 11, 2009, 4:00 pm. If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

Recommendations/Concerns: Acc. No. 9-1284-421-00-280-037-9-442.

AUTHORIZED SIGNATURE PRINTED NAME 3/10/09 DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Dora Munoz, Commander
Nelda Olivarez
Hidalgo County HIDTA Task Force

Via E-Mail: dmunoz@stx.hidta.net
nelda.olivarez@co.hidalgo.tx.ux

FROM: Yvette S. Islas, Buyer
Hidalgo County Purchasing Department

DATE: January 23, 2009

RE: "Lease/Rental of Vehicles" for Hidalgo County.
Bid No. 09-011-00-00-YSI

Please review the following specifications for the above referenced project so as to start initiating the process to bid out. The current contract will expire March 21, 2009.

Please make any **modifications, additions or deletions (if any)** and/or indicate if these specifications meet all your requirements by **signing below** and marking **approve or disapprove and return back by 12:00 noon, Wednesday, January 28, 2009.**

IMPORTANT: PLEASE PROVIDE YOUR BUDGET ACCOUNT NUMBER

If you have any questions, please call me at 318-2626, ext. 4874.

APPROVE ☑ **DISAPPROVE** ☐ **MODIFICATIONS** ☐

ACCOUNT NUMBER(S): _____

Dora L. Munoz 3/11/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
BID #: 09-011-03-04-YSI

ENTERPRISE RENT A CAR			
Description of Vehicle:	**Daily Total plus free miles**	**Weekly Total plus free miles**	**Monthly Total plus free miles**
Compact ex. Escort, Neon, Cavalier; or similar models	$ 30.00 Unlimited Miles	$ 165.00 Unlimited Miles	$ 625.00 Unlimited Miles
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models	$ 33.00 Unlimited Miles	$ 181.50 Unlimited Miles	$ 650.00 Unlimited Miles
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 35.00 Unlimited Miles	$ 192.50 Unlimited Miles	$ 700.00 Unlimited Miles
Minivan ex. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 40.00 Unlimited Miles	$ 220.00 Unlimited Miles	$ 750.00 Unlimited Miles
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models	$ 45.00 Unlimited Miles	$ 247.50 Unlimited Miles	$ 800.00 Unlimited Miles
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models	$ 60.00 Unlimited Miles	$ 330.00 Unlimited Miles	$ 1,000.00 Unlimited Miles
Full size Van ex. Passenger, Econoline F150 250 350; or similar models	$ 70.00 Unlimited Miles	$ 385.00 Unlimited Miles	$ 1,200.00 Unlimited Miles
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models	$ 35.00 Unlimited Miles	$ 192.50 Unlimited Miles	$ 700.00 Unlimited Miles
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	$ 40.00 Unlimited Miles	$ 220.00 Unlimited Miles	$ 750.00 Unlimited Miles

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: March 04, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY-LEASE/ OF VEHICLES"

BID NO.: 2009-011-03-04-YSI

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
CAPPS Rent A Car Inc Samuel Brading, Special Project Director	BL EMail	Y. S. Islas	02-18-09	8555 CARPENTER FRWY DALLAS, TX 75247 800-524-3677 EXT 229 214-630-7268 FAX brading@gocapps.com
Enterprise Rent A Car John Busarello, Group Corporate Account Manager	BL Email	Y. S. Islas	02-18-09	1505 Harry Wurzbach San Antonio, TX 78209 210-882-1428 210-832-0867 john.p.busarello@erac.com
Lone Star John Montgomery	Email	Y. S. Islas	02-20-09	john.montgomery@lonestarchevrolet.com
Union Leasing Trust Fred Bulterman	Email	Y. S. Islas	02-20-09	fred@unionleasing.com
Muncipal Services Group Donna J. Mount	Email	Y. S. Islas	02-20-09	donnam@munibank.com
Mac Haic Ford Tim Smith	Email	Y. S. Islas	02-23-09	tsmith@machaikflm.com
Penske Steven J. Tuleya	Email	Y. S. Islas	02-23-09	steve.tuleya@penske.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-14693 **19.J.2.**

Hot Mix Cold Laid Road Material

CC REGULAR

Date:	03/31/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Recommending bid award and approval of contract to sole bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County - Hot Mix Cold-Laid Road Material" Bid No: 2009-073-03-18-YZV

BACKGROUND

1. Contract document has been sent to legal counsel for review and approval as to form.
2. Current Contract expires: April 03. 2009
3. Recommending vendor: Frontera Materials Inc.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct. 1 P/U Rd-Available Balance as of 3-26-09 $170,444.93.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Pct. 2 P/U Rd-Available Balance as of 3-26-09 $91,975.03.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Pct. 3 P/U Rd-Available Balance as of 3-26-09 $92,338.75.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Pct. 4 P/U Rd-Available Balance as of 3-26-09 $11,972.90.

Attachments

Link: Dept.-Approval Memo

Link: Requirement Agreement

Link: Bid Tab

Link: Participation Log - Tabulation Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2009 12:34 PM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 12:36 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/26/2009 12:57 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 03/23/2009 10:13 AM

Final Approval Date: 03/27/2009

MEMORANDUM

TO: Precinct № 1 Commissioner Sylvia Handy

Attn: Noe Montez, Budget Manager

From : Yolanda Velasquez, Buyer I

Date: March 18, 2009

RE: Request Recommendation for RFB 2009-073-03-18-YZV
"HOT MIX COLD LAID ROAD MATERIAL"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 24, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1201-431-03-121-005-0-673

Recommendations/Concerns: _____

Noe Montez Noe Montez 3/19/09
Authorized Signature Printed Name Date

MEMORANDUM

TO: Precinct № 3 Commissioner Joe Flores

Attn: Norma Ceballos, Executive Assistant

From : Yolanda Velasquez, Buyer YV

Date: March 18, 2009

RE: Request Recommendation for RFB 2009-073-03-18-YZV
"HOT MIX COLD-LAID ROAD MATERIAL"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 24, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1203-431-00-123-005-0-673

Recommendations/Concerns: To award to Sole bidder.

Authorized Signature | Joe M. Flores (Printed Name) | 3/18/09 (Date)

MEMORANDUM

MAR 19 2009

TO: Precinct № 4 Commissioner Oscar Garza

Attn: Gloria Beltran, Executive Assistant

From : Yolanda Velasquez, Buyer

Date: March 18, 2009

RE: Request Recommendation for RFB 2009-073-03-18-YZV
"HOT MIX COLD-LAID ROAD MATERIAL"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 24, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1204-431-00-124-007-0-673

Recommendations/Concerns: _____

Oscar L. Garza JR 3/18/09

Authorized Signature Printed Name Date

MEMORANDUM

TO: Precinct № 2 Commissioner Hector "Tito" Palacios

Attn: Yoli Cisneros, Administrative Assistant II

From : Yolanda Velasquez, Buyer

Date: March 18, 2009

RE: Request Recommendation for RFB 2009-073-03-18-YZV
"HOT MIX COLD-LAID ROAD MATERIAL"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 24, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1202-431-00-122-0060-673

Recommendations/Concerns: _____

Ricardo Cuellar — Ricardo Cuellar — 03 24 09

Authorized Signature — Printed Name — Date

03/25/2009 12:47 9568/8/4683 CUMM PCT 2 PAGE 02/03

draft

REQUIREMENTS AGREEMENT
C-0-

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between_____, **a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "_____," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "_____" "in the areas of **HIDALGO COUNTY** projects for a period of_____ from with the option to renew for an additional_____(If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to

bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverage's and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer.

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, _____.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____

Date:_____

HIDALGO COUNTY

By:_____

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor:
By:_____

Printed Name:_____

Title:_____

Date:_____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2009

PRODUCER (210)525-0500 FAX: (866)652-9386
Guaranty Insurance Services, Inc.
1100 N. E. Loop 410
Suite 200
San Antonio TX 78209

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Frontera Materials, Inc.
P. O. Box 1917
Weslaco TX 78599

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Automobile Mutual	
INSURER B: Service Lloyds Ins. Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	SPP2497178	9/1/2008	9/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BAP2229231	9/1/2008	9/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SRZ19278	9/1/2008	9/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Job: Hot Mix & Cold Laid Road Materials

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
H Shults, Jr./RMARTI

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

TABULATION SHEET

"HOT MIX COLD-LAID ROAD MATERIAL"

BID №2009-073-03-18-YZV

VENDOR	PRECINCT #1	PRECINCT #2	PRECINCT #3	PRECINCT #4
FRONTERA MATERIALS INC ELSA, TX 78543	$72.00	$72.00	$72.00	$72.00

ADDITIONAL INFORMATION: LOCATION OF PIT /PLANT: LA JOYA PLANT 3.5 MILES NORTH OF US 83 ON FM 2221, HIDALGO CO

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: March 18, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY- HOT MIX-COLD LAID ROAD MATERIAL"

BID NO.: 2009-073-03-18-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Valley Caliche Products Inc	EM	581-2751 valleycaliche@aol.com	2/24/09	P.O Box 10 Mission, TX 78573
2. Frontera Materials Inc	EM	968-0349 bmefrontera@aol.com	2/24/09	1402 N. Bridge Ave Weslaco TX 78596
3. F&M Transportation, INC	EM	381-6666 frank3@fmtransport.com	3/2/09	4110 E. Monte Cristo Rd. Edinburg, TX 78541
4. AG III Contractors LLC	EM	(956)361-3011 zapatachristine@yahoo.com	3/05/09	2244 W. US Hwy 281 San Benito, TX 78586
5.				
6.				
7.				
8.				
9.				
10.				
11.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-14752 **19.J.3.**

Negotiation Process-Bank Depository Project

CC REGULAR

Date:	03/31/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

A. Report from Commissioners Court's assigned "committee" on the negotiations conducted with the applicant, First National Bank, Edinburg, Texas; if, applicable:

B. Approval of the final negotiated Hidalgo County Depository Bank, Remittance Processing (Lockbox), and, if applicable, Trust Services and, Related Agreements with the effective date upon expiration of current agreement and expiring on Commissioners Court's May term of _____; or, in the alternative,

C. Recommendation to cease negotiations with the First National Bank, Edinburg, Texas and re-advertise pursuant to Chapter 116, Texas Local Government Code, for the selection of a County Depository Bank.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

Pending negotiation between Hidalgo County and First National Bank are forthcoming and will be discussed at Commissioners' Court to ascertain contractual obligation and budgetary impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2009 10:52 AM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 12:03 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/27/2009 04:12 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 03/25/2009 03:56 PM	

AI-14774 **20.D.**

CL-09-0759-F; Rodrigo Garcia v. Eddie Guerra

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-09-0759-F; Rodrigo Garcia v. Eddie Guerra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/26/2009 02:44 PM	APRV
2	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Monica Badillo — Started On: 03/26/2009 02:24 PM

Final Approval Date: 03/27/2009

AI-14789 **20.E.**

C-818-08-D; Benito and Sandra Gonzalez et al vs. Hidalgo County

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-818-08-D; Benito and Sandra Gonzalez et al vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/27/2009 01:25 PM	APRV
2	Auditor's Office		03/27/2009 04:17 PM	NEW
Form Started By: Monica Badillo			Started On: 03/27/2009 01:09 PM	
Final Approval Date: 03/27/2009				

AI-14775 **21.D.**

CL-09-0759-F; Rodrigo Garcia v. Eddie Guerra

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-09-0759-F; Rodrigo Garcia v. Eddie Guerra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/26/2009 02:44 PM	APRV
2	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Monica Badillo — Started On: 03/26/2009 02:25 PM

Final Approval Date: 03/27/2009

AI-14790 **21.E.**

C-818-08-D; Benito and Sandra Gonzalez et al vs. Hidalgo County

CC REGULAR

Date:	03/31/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-818-08-D; Benito and Sandra Gonzalez et al vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/27/2009 01:25 PM	APRV
2	Auditor's Office		03/27/2009 04:17 PM	NEW
Form Started By: Monica Badillo			Started On: 03/27/2009 01:10 PM	
Final Approval Date: 03/27/2009				