

AI-20845

2.A.

Intradepartmental Transfer

CC CONSENT

Date: 04/27/2010
Submitted By: SANDRA DELEON, COUNTY JUDGE
Submitted For: Raul Lozano
Department: COUNTY JUDGE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Emergency Management (1283)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1283-429-10-300-026-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
550-->609 - \$ 200.00; Funding available as of 4/21/10.

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 01:54 PM	APRV
2	Norma Silva	Norma Silva	04/21/2010 01:54 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: SANDRA DELEON
Started On: 04/19/2010 11:30 AM
Final Approval Date: 04/23/2010

ATTEST COUNTY CLERK

AI-20861

2.B.

Health Division - Adm Line Item Transfer

CC CONSENT

Date: 04/27/2010
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Health & Human Services Department - Adm (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 4/20/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 02:09 PM	APRV
2	JC Carreon	JC Carreon	04/20/2010 02:30 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Dan Beltran
Started On: 04/20/2010 09:37 AM
Final Approval Date: 04/23/2010

Date:	April 20, 2010
Department Head:	Eduardo Olivarez, Chief Administrative Officer
Department Name:	Hidalgo County Health & Human Services Department
Account Number:	0-1100-441-00-340-001-0 - Adm
Budget Line Item Transfer(s)	

Honorable Commissioner's Court of Hidalgo County

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

[illegible]

Revenue Account		
Amount Requested:	\$	1,000.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT

DATE _____

ATTEST COUNTY CLERK

AI-20924

2.C.

Budget Line Item Transfer

CC CONSENT

Date: 04/27/2010
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - I.T. Countywide (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
336-->431 \$ 1,000.00; funds available as of 04/22/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/22/2010 10:16 AM	APRV
2	Ana Galvan	Anna Galvan	04/22/2010 04:45 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Edna Kirby
Started On: 04/22/2010 10:04 AM

Final Approval Date: 04/23/2010

AI-20877

2.D.

2010 Line Item Transfer

CC CONSENT

Date: 04/27/2010
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - I.T. Countywide (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 4/20/10.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 03:29 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/23/2010 10:52 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Erika Zamora
Started On: 04/20/2010 03:21 PM
Final Approval Date: 04/23/2010

DATE: April 20, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr.

DEPARTMENT Department of Budget & Management for
NAME: IT Countywide

ACCOUNT
NUMBER: 0-1100-415-00-200-002-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

AI-20879

2.E.

2010 - County Clerk (1100)

CC CONSENT

Date: 04/27/2010
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Clerk's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 4/20/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 03:58 PM	APRV
2	JC Carreon	JC Carreon	04/20/2010 04:05 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Rene Perez
Started On: 04/20/2010 03:50 PM
Final Approval Date: 04/23/2010



AI-20859

2.F.

**Pct. 1 Sanitation Line Item Transfer for PO #618833-Magic Valley Electric
CC CONSENT**

Date: 04/27/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Pct. 1
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Sanitation (1100)

BACKGROUND

To fund PO #618833 for Magic Valley Electric.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 4-20-10.

Attachments

Link: Pct. 1 Sanitation LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	04/20/2010 08:53 AM	APRV
2	Budget & Management	Erika Zamora	04/20/2010 02:08 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	04/23/2010 09:49 AM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Ivan Cantu
Started On: 04/20/2010 08:44 AM
Final Approval Date: 04/23/2010

DATE: April 19, 2010

DEPARTMENT
HEAD: Raul Silguero, Jr.

2010

Intradepartmental Transfer



DEPARTMENT NAME: Department of Budget & Management
for Pct. 1 Sanitation

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

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
626	Pct. 1 Sanitation-Gasoline/Diesel	439	Pct. 1 Sanitation-Other R & M Svcs.	402.68
TOTAL				402.68

REASON:

To fund PO #618833 for Magic Valley Electric.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20882

2.G.

**INTRA - BCAP (1311) - Barbosa Lopez No. 1 Subdivision Precinct No. 1
CC CONSENT**

Date: 04/27/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-121-071-1-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
733-->339; funds available as of 04/21/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/21/2010 09:18 AM	APRV
2	Ana Galvan	Anna Galvan	04/21/2010 04:16 PM	APRV
3	Auditor's Office	Angela Garcia	04/23/2010 05:04 PM	APRV

Form Started By: Marcie Jackson
Started On: 04/20/2010 04:40 PM

Final Approval Date: 04/23/2010

DATE: April 20, 2010

2010

Transfer



DEPARTMENT
HEAD: Agapito Vargas

DEPARTMENT Border Colonia Access Program
NAME: Precinct 1 BCAP (1311)

ACCOUNT NUMBER:	0-1311-431-00-121-071-1-733
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AI-20882

4/27/10

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:
Transfer is to fund completion of project.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20883

2.H.

**INTRA - BCAP (1311) - Puesta Del Sol Subdivision Precinct No. 1
CC CONSENT**

Date: 04/27/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1311-431-00-121-571-0-312
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/21/2010 01:19 PM	APRV
2	Budget & Management	Erika Zamora	04/21/2010 01:47 PM	APRV
3	Norma Silva	Norma Silva	04/21/2010 02:35 PM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Marcie Jackson
Started On: 04/20/2010 04:49 PM
Final Approval Date: 04/23/2010

DATE: April 20, 2010

2010

Transfer



DEPARTMENT
HEAD: Agapito Vargas

DEPARTMENT Border Colonia Access Program
NAME: Precinct 1 BCAP (1311)

ACCOUNT NUMBER:	0-1311-431-00-121-571-0-312
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AI-20883

4/27/10

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:
Transfer is to fund completion of project.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20867

2.I.

2010- Pct#1 Parks (1211)

CC CONSENT

Date: 04/27/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Parks (1211)

BACKGROUND

Fiscal Impact

Attachments

Link: 2010- Pct#1 Parks (1211)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 02:11 PM	APRV
2	Norma Silva	Norma Silva	04/21/2010 02:20 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Jorge Flores
Started On: 04/20/2010 11:03 AM
Final Approval Date: 04/23/2010

MEETING REQUEST DATE: April 27, 2010

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 0-1211-452-00-121-013-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES.

	/ /	
APPROVED COMMISSIONERS' COURT	DATE	ATTEST COUNTY CLERK

AI-20866

2.J.

2010 Pct#1 Admin (1201)

CC CONSENT

Date: 04/27/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Adm. (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1201-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
890-->431,604,607,664,671,679, & 748; funds available as of 04/21/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 02:10 PM	APRV
2	Ana Galvan	Anna Galvan	04/21/2010 01:58 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Jorge Flores
Started On: 04/20/2010 10:23 AM
Final Approval Date: 04/23/2010

MEETING REQUEST DATE: April 27, 2010

DEPARTMENT NAME: PCT #1 Administration

SUBJECT: Budget Line-Item Transfer(s)

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

[illegible]

REASON: Preparing for any purchases and or services that may be needed.

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20844

2.K.

Budget Line-Item Transfer for Code Enforcement Officers needing police supplies

CC CONSENT

Date: 04/27/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-122-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$2,000.00 as of 04/19/2010.
From 334 -----> 611 in the amount \$1,000.00
From 334 -----> 668 in the amount \$1,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2010 09:12 AM	APRV
2	Ana Galvan	Anna Galvan	04/19/2010 11:42 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 04/19/2010 08:17 AM
Final Approval Date: 04/23/2010

AI-20895

2.L.

**Budget Line-Item Transfer for other supplies needed at Parks Department
CC CONSENT**

Date: 04/27/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Parks (1212)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1212-452-00-122-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$217,425.88 as of 04/22/2010.
From 739 -----> 679 in the amount of \$2,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/22/2010 09:35 AM	APRV
2	JC Carreon	JC Carreon	04/22/2010 11:15 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 04/21/2010 12:04 PM
Final Approval Date: 04/23/2010

DATE: April 21, 2010

2010 Transfer



DEPARTMENT

HEAD: Hector "Tito" Palacios

DEPARTMENT

NAME: Hidalgo County Precinct No. 2
Parks & Recreations Department

ACCOUNT

NUMBER: 0-1212-452-00-122-008-0-XXX

Contact Person: Yoli Cisneros, Administrative Assistant II

Ph#: (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Transfer needed to cover expected expenditures on some concrete for the parks. (As per Auditor's Office 04/20/2010 PO#636459).

DEPARTMENT HEAD SIGNATURE

4/21/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20901

2.M.

Pct #3 Transfer

CC CONSENT

Date: 04/27/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 C.O. 2009 (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-123-049-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 04-23-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/21/2010 04:00 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/23/2010 09:48 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Norma Ceballos
Started On: 04/21/2010 02:06 PM
Final Approval Date: 04/23/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: 04/27/10

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

DEPARTMENT NAME: Pct #3 - CIP (1339)

ACCOUNT NUMBER: 0-1339-431-00-123-049-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
742	C.O., 2009 Pct #3 Drain Impro-Heavy Equip	890	C.O., 2009 Pct #3 Drain Impro-Other	\$ 129,902.29
748	C.O., 2009 Pct #3 Drain Impro-Other Equip	890	C.O., 2009 Pct #3 Drain Impro-Other	\$ 203,535.00
TOTAL				\$333,437.29

REASON: Funds for drainage project

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20923

3.A.

Inter-Departmental Transfer

CC CONSENT

Date: 04/27/2010
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

I.T. Dept.:

Approval of 2010 Interdepartmental Transfer from I.T. Countywide to Info Tech Dept. in the amount of \$45,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-00X-0-745

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

BUDGETARY IMPACT:

Funds available as of 4/23/10 \$306,670.00

0-1100-415-00-200-002-0-745 --> 0-1100-415-00-200-001-0-745

Attachments

Link: [Interdept trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/22/2010 10:15 AM	APRV
2	Erika Zamora	Erika Zamora	04/23/2010 04:18 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Edna Kirby
Started On: 04/22/2010 09:58 AM

Final Approval Date: 04/23/2010

INTER-DEPARTMENTAL TRANSFER

DATE: April 23, 2010

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Department

ACCOUNT NUMBER: 0-1100-415-00-200-002-0

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
0-1100-415-00-200-002-0-745	IT COUNTYWIDE-COMPUTER EQUIPMENT	(45,000.00)
TO:		
0-1100-415-00-200-001-0-745	INFO TECH DEPT-COMPUTER EQUIPMENT	45,000.00
Total Budget Increase/Decrease		45,000.00

REASON: Transfer to fund Computers (Req# 174243)

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-20933

4.A.

Pct. 1 Interfund transfer from R & B fund balance to Sanitation-Air Burner Parcel #2

CC CONSENT

Date: 04/27/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Pct. 1
Department: BUDGET & MANAGEMENT
Agenda Category: Interfund Transfers

Information

CAPTION

Pct. #1 Sanitation (1100):

Approval of 2010 interfund transfer from Pct. 1 R & B unreserved fund balance (1201) to Pct. 1 Sanitation (1100) in the amount of \$113,617.54 to fund land acquisition expenditures.

BACKGROUND

This transfer is in relation to the Air Burner site. Payment is for Parcel #2-Manuel Melendez.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-121-001-0-719
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Interfund Transfer from Pct. 1 R & B unreserved fund balance (1201) to Pct. 1 Sanitation in the amount of \$113,617.54 to fund land acquisition expenditures for the Air Burner Site.

Funds available as of 4-23-10 in the Pct. 1 R & B unreserved fund balance.

Attachments

Link: Pct. 1 Sanitation Interfund Transfer

Link: Pay Memo-ROW

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	04/23/2010 10:40 AM	APRV
2	Budget & Management	Erika Zamora	04/23/2010 11:13 AM	APRV
3	Sylvia Solis	Sylvia Solis	04/23/2010 01:21 PM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Ivan Cantu Started On: 04/23/2010 07:33 AM
Final Approval Date: 04/23/2010



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

PAY MEMO

Jose N. Peña
Director

To: Commissioner A. C. Cuellar Jr.
Hidalgo County Pct. # 1
Attn: Joseph Palacios

From: Jose N. Pena
Director
Right of Way Department

Date: April 21, 2010

Re: Burner Site -Pct. # 1
Parcel # 2—Manuel Melendez (Property Acquisition)

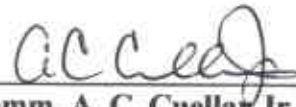
Comm. Cuellar,

Attached please find a copy of the Deed and Settlement Statement for the acquisition of the above-mentioned property that was approved in Court on December 22, 2009. Please have your accounting department process a check for \$113,617.54 to Valley Land & Title Company for disbursement on this project out of Account # _____ as soon as possible

HAVE THE TREASURER'S OFFICE HOLD THE CHECK FOR PICKUP BY OUR OFFICE

Should you have any questions, please feel free to call.

Thanks,
Joe Pena

Approved 
Comm. A. C. Cuellar Jr.

Approved 
Jose N. Pena

**Planning Department
CC CONSENT**

Date: 04/27/2010
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Segin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information**CAPTION**

1. Preliminary Approval of Subdivision Plat:
 - a. Santos L. Salinas Subdivision – Pct. 4 (Santos Salinas)
 - b. Perez Phase I Subdivision – Pct. 3 (Anita Barrera)
 - c. Valeria Estates Subdivision – Pct. 3 (David Lopez)
2. Final Approval of Subdivision Plat:
 - a. Eduardo's No. 9 Subdivision – Pct. 3 (Aniceto Izaguirre)
 - b. Alegria Subdivision – Pct. 4 (Pablo Alegria)
 - c. Amended Re-Plat of Lot 22, Vista Bonita Unit 7 Subdivision – Pct. 4(Martin Rodriguez)
3. Final Approval of Subdivision Plat with Financial Guarantee
 - a. Vista Ridge Acres Phase 2 Subdivision – Pct. 1 (Jack McClelland)
4. Partial Release of Letter of Credit and Reimbursement of a Cash Deposit
 - a. San Jacinto Estates Phase 5 Subdivision – Pct. 1 (Jacinto Garza)
5. Release of Letter of Credit
 - a. Pueblo de Palms at Mile 4 Phase I Subdivision – Pct. 3 (Gary Frisby)

BACKGROUND

Fiscal Impact

Attachments

Link: [Santos L Salinas Subd. - Preliminary](#)
Link: [Santos Salins;Plat](#)
Link: [Perez Subd. Ph I - Preliminary](#)
Link: [Perez Ph I;Plat](#)
Link: [Valeria Estates - Preliminary](#)
Link: [Valeria Estates;Plat](#)
Link: [Eduardo's No. 9 - Final](#)
Link: [Eduardo's No 9;Plat](#)

Link: [Alegria Subd. - Final](#)

Link: [Alegria; Plat](#)

Link: [Amended Replat of Lot 22 Vista Bonita 7](#)

Link: [Amended Replat of Lot 22 Vista Bonita 7;Plat](#)

Link: [Vista Ridge Acres Ph 2 - Final](#)

Link: [Vista Ridge Acres 2;Plat](#)

Link: [San Jacinto Estates 5;Release](#)

Link: [Pueblo de Palmas @ Mile 4 Ph I;release](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/22/2010 09:36 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/23/2010 11:34 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW
Form Started By: Nora Cavazos			Started On: 04/21/2010 03:59 PM	
Final Approval Date: 04/23/2010				



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: April 21, 2010

RE: **Santos L. Salinas Subdivision – Pct. 4**
Preliminary Approval

Santos L. Salinas Subdivision is a two (2) lot subdivision located on the South side of Iowa Road approximately 1000 feet East of Cesar Chavez 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 November 18, 2009. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Iowa 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 Jose Angel Gonzalez 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 Iowa 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 **April 20, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Edinburg.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision:

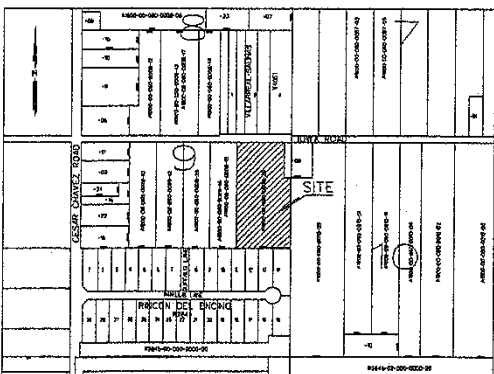
Santos L. Salinas 2ND Review

Page 1 of 1

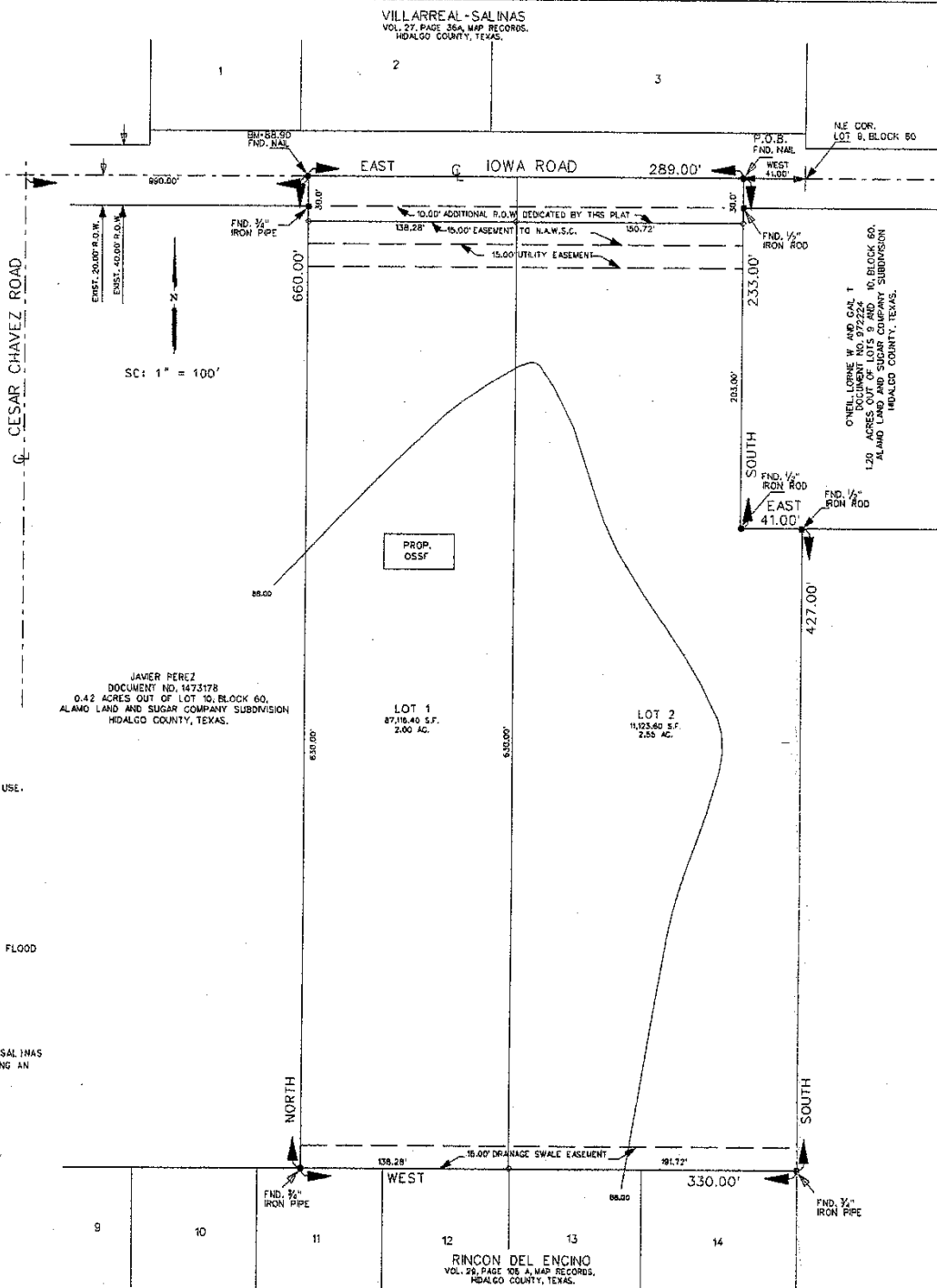
[illegible]

GENERAL NOTES:

- MIN. BUILDING SETBACK LINES:
FRONT 40.0'
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
REAR 40.0' OR EASEMENT WHICH EVER IS GREATER
- 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 LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY FBS AND POST CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- Ø-DENOTES 1/2" IRON PIPE FOUND UNLESS OTHERWISE NOTED.
Ø-DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCH MARK ELEV. = 88.50, U.S.G.S
- FLOOD ZONE DESIGNATION:
FLOOD ZONE "B" - AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0425 C
MAP REVISED NOVEMBER 15, 1982.
- CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY 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).
- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1,328.2 CUBIC FEET (0.258 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 A DETENTION AREA.
LOT 1: 1,495.0 CF - 0.10 ACRE-FEET
LOT 2: 4,632.0 CF - 0.14 ACRE-FEET
- 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.
- 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 OCCUPANCY OF THE LOT.
- 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.
- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE 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 OCCUPANCY OF A LOT.
F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN 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
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
- SANTOS SALINAS AND MARIA R. SALINAS, THE OWNER & SUBDIVIDER OF SANTOS L. SALINAS 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.
- 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.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET PER THE HIDALGO COUNTY 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.
- DRAINAGE SWALES, DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT THE BUILDING PERMIT STAGE.



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY:
SANTOS L. SALINAS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 4 IN EAST SIDE OF HIDALGO COUNTY AND AT THE SOUTH SIDE OF IOWA ROAD 980.00 FEET EAST OF CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 82,735/2003). SANTOS L. SALINAS SUBDIVISION LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS OF EDINBURG AND LIES WITHIN THE CITY'S 2-MILE EXTRAJURISDICTIONAL JURISDICTION (EJ) UNDER LOCAL GOVERNMENT CODE § 542.021



- AN 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 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.
- ALL LOTS IN SANTOS L. SALINAS SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SANTOS L. SALINAS SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF SANTOS L. SALINAS SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, 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 SANTOS L. SALINAS SUBDIVISION BECAUSE AN ALTERNATIVE 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 SERVING ALL THE LOTS IN SANTOS L. SALINAS SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN SANTOS L. SALINAS SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NO.	SHEET	REVISION NOTES	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: SANTOS SALINAS	4516 IOWA ROAD	EDINBURG, TEXAS 78841	(956) 783-7817
ENGINEER: GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78521	(956) 784-0218
SURVEYOR: HOMERO L. GUTIERREZ	2800 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-1472

SANTOS L. SALINAS SUBDIVISION

A 4.78 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 60, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-25, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 4.78 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 60, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-25, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A NAIL FOUND ON THE NORTH LINE OF LOT 9 AND IN THE CENTERLINE OF IOWA ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, SHOWN BEARS WEST 41.00 FEET FROM THE NORTHEAST CORNER OF LOT 9, THENCE SOUTH, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FROM THE SOUTH R.O.W. LINE OF IOWA ROAD, A TOTAL DISTANCE OF 233.00 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT,
THENCE EAST, A DISTANCE OF 41.00 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 9 FOR AN EXTERIOR CORNER OF THIS TRACT,
THENCE SOUTH, ALONG THE EAST LINE OF LOT 9, A DISTANCE OF 427.00 FEET TO A 3/4" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT,
THENCE WEST, A DISTANCE OF 330.00 FEET TO A 3/4" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT,
THENCE NORTH, PASSING AT 840.00 FEET A 3/4" IRON PIPE FOUND FOR THE SOUTH R.O.W. LINE OF IOWA ROAD, A TOTAL DISTANCE OF 460.00 FEET TO A NAIL FOUND ON THE NORTH LINE OF LOT 9 AND IN THE CENTERLINE OF IOWA ROAD FOR THE NORTHEAST CORNER OF THIS TRACT,
THENCE EAST, ALONG THE NORTH LINE OF LOTS, AND THE CENTERLINE OF IOWA ROAD, A DISTANCE OF 289.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.78 ACRES OF LAND 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 HERINAFTER 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, 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/ARE 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 BEGINS TO BE USED FOR A PURPOSE OTHER THAN THAT FOR WHICH IT WAS GRANTED OR BEGINS TO BE USED FOR A PURPOSE OTHER THAN THAT FOR WHICH IT WAS GRANTED, 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 GRANTEE 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 GRANTEE CONVEYANTS 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 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 EXECUTED THIS INSTRUMENT THIS DAY OF _____, 2009.

OWNER: SANTOS SALINAS
4516 IOWA ROAD
EDINBURG, TEXAS 78841

OWNER: MARIA R. SALINAS
4516 IOWA ROAD
EDINBURG, TEXAS 78841

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOS L. SALINAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2009.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOS L. SALINAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2009.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 252.028(1A)
WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOS L. SALINAS SUBDIVISION 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. _____ SHEET(S) _____

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY CLERK _____

I, _____, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS _____ DAY OF _____, 20____, WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR _____ DATE OF PREPARATION: NOVEMBER 16, 2009

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@AMCO.COM

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

WE, SANTOS SALINAS AND MARIA R. SALINAS, AS OWNER (S) OF THE 4.78 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SANTOS L. SALINAS SUBDIVISION, HEREBY DEDICATE THE LAND AS DEPICTED IN THIS 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 § 252.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: SANTOS SALINAS
4516 IOWA ROAD
EDINBURG, TEXAS 78841

OWNER: MARIA R. SALINAS
4516 IOWA ROAD
EDINBURG, TEXAS 78841

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, SANTOS SALINAS AND MARIA R. SALINAS, 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 _____ DAY OF _____, 2009.

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS-OF-WAYS OR EASEMENTS.

ATTEST: _____
PRESIDENT SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

APPROVAL BY PLANNING AND ZONING COMMISSION:

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION 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.

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____

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

ATTEST: _____
MAYOR DATE _____ CITY SECRETARY DATE _____

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 AND 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. 2781
2800 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, 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. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 04001
526 N. 5TH ST.
DONNA, TEXAS 78537

SHEET 1 OF 3

INDEX TO SHEET OF SANTOS L. SALINAS SUBDIVISION
SHEET 1: HEADINGS, INDEX, LOCATION MAP AND EJECT PRINCIPAL CONTACTS
SHEET 2: METES AND BOUNDS, SURVEYOR'S CERTIFICATION, LEGAL DESCRIPTION, LIMITS, RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; THE CITY CERTIFICATION; THE IRRIGATION DISTRICT NO. 2 CERTIFICATE OF APPROVAL; REVISION NOTES, H.C.R.D. AND H.C.R.O.W.
SHEET 3: WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT, TRENCH AND EXCAVATION DETAILS, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND SEWER LINES, INSTALLATION, TRENCHING, AND SPACING DETAILS; TYPICAL WATER CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 4: DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS 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 Rene Ramirez
County Commissioner's Court

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

DATE: April 21, 2010

RE: **Perez Phase I Subdivision – Pct. 3**
Preliminary Approval

Perez Phase I is a one (1) lot subdivision located along the West side of Bentsen Palm Drive approximately $\frac{3}{4}$ mile North of Mile 3 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 February 25, 2010. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate 2.3 feet on Bentsen Palm Drive of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

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 **April 20, 2010** 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:

Perez Phase I 1st Review

Page

1 of 1

Item Log	<u>DESCRIPTION OF ITEMS:</u> <i>Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.</i>	Date	Initials
		04-21-10	JRT
A	1ST SHEET COMMENTS: Please provide a 15' drainage swale easement.		
B	PLAT NOTES: 2] Front setback shall be at 40 feet. Please add the front setback for garage / car port to be at 18' 3] Delete wording inside parenthesis, if only residential use will be allow. 5] Please show location of BM on drawing layout 12] Please mention on plat note, who is requiring the 5' sidewalk. 13] Delete this plat note it does not apply to this subdivision. **add to the end of the general plat notes the following; "see sheet 2 for continuation of the general plat notes"		
C	Please correct metes and bounds.		
D	Correct sheet 3 of the index to sheet description.		
E	Provide property location description.		
F	Minimum utility easement shall be at 15 feet.		
G	2ND SHEET COMMENTS: As per the general plat notes; please continue the numerical sequence and delete plat note 5 because it does not coincides with this subdivision.		
H	Please complete the water engineering report.		
I	All modification needs to reflect on Spanish engineering reports.		
J	3RD SHEET COMMENTS: Please correct drainage report; it does not coincide with original approved report by HCDD#1.		
K	Drainage swale shall be constructed inside a drainage detention swale easement no inside the utility easement.		
L	Provide spot topography elevation with subdivision and extend topography contours south of subdivision boundary at 500 feet.		
M	Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction <u>"No more than one single family detached dwelling per lot"</u> as a reservation from and exception to conveyance warranty. 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.		

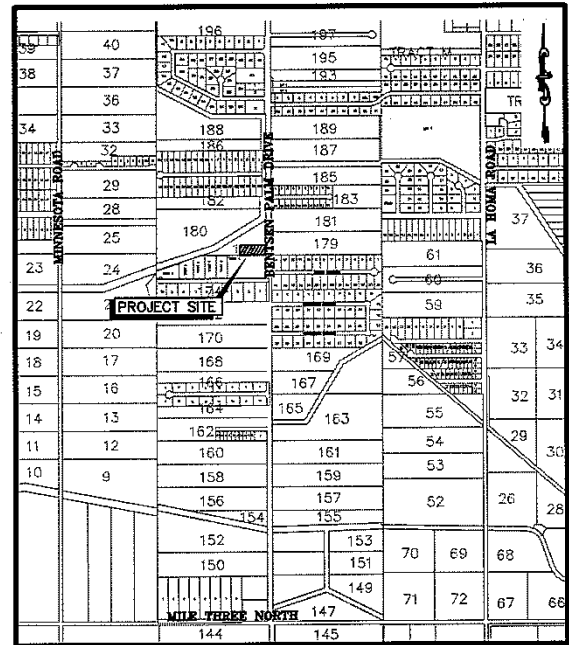
PEREZ SUBDIVISION PHASE I

BEING A 0.50 ACRE TRACT OF LAND OUT OF LOT 178, BENTSEN GROVES
SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN
VOLUME 7, PAGE 13, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

- FLOOD ZONE STATEMENT:**
FLOOD ZONE DESIGNATION: ZONE "X"
ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0280 D EFFECTIVE DATE: JUNE 8, 2000.
- THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE EXISTING STREET
RIGHT-OF-WAY ARE WITHIN THE 500-YEAR FLOOD PLAIN, COMMUNITY-PANEL
No. 480334 0280 D EFFECTIVE DATE: JUNE 8, 2000 OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND
THE LOCAL FLOOD PLAN ADMINISTRATOR HAVE IDENTIFY NO OTHER AREAS AS
SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN
THE 100-YEAR FLOOD PLAIN.**
- SETBACKS:**
FRONT: 30 FEET OR GREATER FOR EASEMENT
SIDE: 10 FEET OR GREATER FOR EASEMENT
REAR: 6 FEET OR GREATER FOR EASEMENT
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED
PER LOT (THERE SHALL BE NO OTHER USE, OTHER THAN A SINGLE FAMILY
DWELLING UNLESS IT IS SPECIFIED ON THE PLAT THAT A LOT CAN BE USED
FOR SOMETHING OTHER THAN A RESIDENCE) (ANY OTHER USE SHALL
REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL
APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO
OCCUPYING THE LOT.**
- MINIMUM FLOOR ELEVATION SHALL BE 24" ABOVE THE EXISTING NATURAL
GROUND.**
- THE FOLLOWING BENCHMARKS ARE IDENTIFIED:**
B.M. No. 1 ELEV. 179.09 N.G.V.D. RM 3-290 DESCRIPTION: IRON ROD SET
APPROXIMATELY 4.3 FEET SOUTH OF CONCRETE RIP-RAP WEST OF LA HOME
ROAD AND WEST MAIN DRAIN
- B.M. No. 2 ELEV. 185.49 N.G.V.D. RM 4-290 DESCRIPTION: IRON ROD SET
APPROXIMATELY 14 FEET SOUTH OF CONCRETE RIP-RAP AND APPROXIMATELY
73 FEET WEST OF HEADWALL OF WEST MAIN DRAIN AND MINNESOTA ROAD.**
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAIN DISTRICT NO. 1 AND
HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO
DETAIN A TOTAL OF 418 CUBIC-FEET (0.010 ACRE-FEET) OF STORM
WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL
REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR
STORM SEWER IMPROVEMENTS).**

- 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.**
- ALL LOTS IN PEREZ SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE
EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN
PEREZ SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS
THE "DRAINAGE SWALE" AREA. LOT OWNER OF PEREZ SUBDIVISION THEIR
ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED
ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE
DRAINAGE SWALE. 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 COST AND /OR MAINTENANCE COST
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 PEREZ SUBDIVISION BECAUSE AN
ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A
POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND
LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY
SERVING ALL THE LOTS IN PEREZ SUBDIVISION, THE COUNTY AND THE
DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY
(AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN PEREZ
SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE
DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE
DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS
PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL
RECORDS, HIDALGO COUNTY, TEXAS.**
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT 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.**
- 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.**
- 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.**
- A 5 FOOT SIDEWALK IS REQUIRED OF THE DEVELOPER ALONG BENTSEN PALM DR.**
- SHARED DRIVEWAY ACCESS CAN NOT BE FENCED, BLOCK OR IMPED TO THE
ADJOINING PROPERTY OWNER.**



LOCATION MAP
SCALE: 1"=1000'

METES AND BOUNDS

BEING A 0.50 ACRE TRACT OF LAND OUT OF LOT 178, BENTSEN GROVES
SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN
VOLUME 7, PAGE 13, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID
0.50 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 178, FOR THE
SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF
BEGINNING;
THENCE NORTH 81°10' 00" WEST, AT 37.5 FEET WITH THE SOUTH LINE OF
SAID LOT 178 PASS A HALF (1/2) INCH IRON ROD FOUND AT THE
EXISTING WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, AT 40.0
FEET PASS A HALF (1/2) INCH IRON ROD SET AT THE PROPOSED WEST
RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, AT 351.00 FEET IN ALL TO
A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHWEST CORNER HEREOF;
THENCE NORTH 08°50' 00" EAST, 70.00 FEET TO A HALF (1/2)
INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF
LAND;
THENCE SOUTH 81°10' 00" EAST, 311.00 FEET TO A HALF (1/2)
INCH IRON ROD SET AT THE PROPOSED WEST RIGHT OF WAY LINE OF
BENTSEN PALM DRIVE, AT 351.00 FEET IN ALL TO A POINT ON THE EAST
LINE OF LOT 178 FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;
THENCE SOUTH 08°50' 00" WEST, 70.00 FEET TO THE POINT OF
BEGINNING CONTAINING A 0.50 ACRE TRACT OF LAND, MORE OR LESS.

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANITA BARRERA
KNOWN TO ME BY THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING
INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND
CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS THE
____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COM. _____ EXPIRES _____

INDEX TO SHEET OF SUBDIVISION	
SHEET 1	HEADING, INDEX, LOCATION MAP AND E.T.A. 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; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESCRIBE THE PRESENT PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; HIDALGO COUNTY HEALTH DISTRICT AND HIDALGO COUNTY RIGHT OF WAY CERTIFICATION.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION VALLEY GUTTER SECTION.

DATE OF PREPARATION: DECEMBER 2008	Registration # P-10008
SAMES SAM Engineering & Surveying, Inc.	SHEET NUMBER: 1 OF 3
200 S. CALLE BLVD. FLORES, TEXAS 78077	SUR NUMBER: SUB 08 004

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, SAUL D. MALDONADO, A REGISTERED PROFESSIONAL
ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER
ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SAUL D. MALDONADO, PE NO. 100320

STATE OF TEXAS COUNTY OF HIDALGO

I, SAMUEL D. MALDONADO, 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.

SAMUEL D. MALDONADO, RPLS NO. 6027

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: ANITA BARRERA	RT. 30 BOX 110	MISSION, TEXAS 78572	(856) 789-2842	
ENGINEER: SAUL D. MALDONADO, P.E.	P.O. BOX 3253	EDINBURG, TEXAS 78542	(856) 451-5828	(856) 702-8863
SURVEYOR: SAMUEL D. MALDONADO, RPLS	P.O. BOX 3253	EDINBURG, TEXAS 78542	(856) 207-7130	(856) 702-8863

STATE OF TEXAS COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I ANITA BARRERA AS OWNER(S) OF THE 0.50 ACRE TRACT OF LAND
ENCOMPASSED WITHIN THE PROPOSED PEREZ SUBDIVISION PHASE I,
HEREBY CONVEY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT
AND DEDICATED TO THE 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 STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE
MINIMUM REQUIREMENTS OF THE 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.

ANITA BARRERA
RT. 30 BOX 110
MISSION, TEXAS 78572
HIDALGO COUNTY

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PEREZ SUBDIVISION PHASE I WAS
REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE _____ DATE _____

HIDALGO COUNTY CLERK _____ DATE _____

COUNTY CLERK'S RECORDING CERTIFICATE

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

ON _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF
PEREZ SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MISSION.

MAYOR CITY OF MISSION _____ DATE _____

ATTEST: CITY SECRETARY _____ DATE _____

THIS PLAT OF PEREZ SUBDIVISION PHASE I 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 _____ DAY OF _____, 2010

CHAIRMAN _____

THIS PLAN IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO.8 SUBJECT TO
THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT 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 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 SUCH NECESSARY
FACILITIES.

PRESIDENT _____ DATE _____

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 TEXAS
WATR CODE 48.211(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.

DISTRICT MANAGER _____ DATE _____

NO.	SHEET	REVISION	DATE	APPROVED



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: April 21, 2010

RE: **Valeria Estates Subdivision – Pct. 3**
Preliminary Approval

Valeria Estates is a two (2) lot subdivision located along the West side of La Homa Road approximately ½ mile South of Mile 7 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 March 12, 2010. The proposed subdivision lies within a Zone “X” as per FEMA’s FIRM.

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

Sanitary 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 La Homa 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 **April 20, 2010** 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

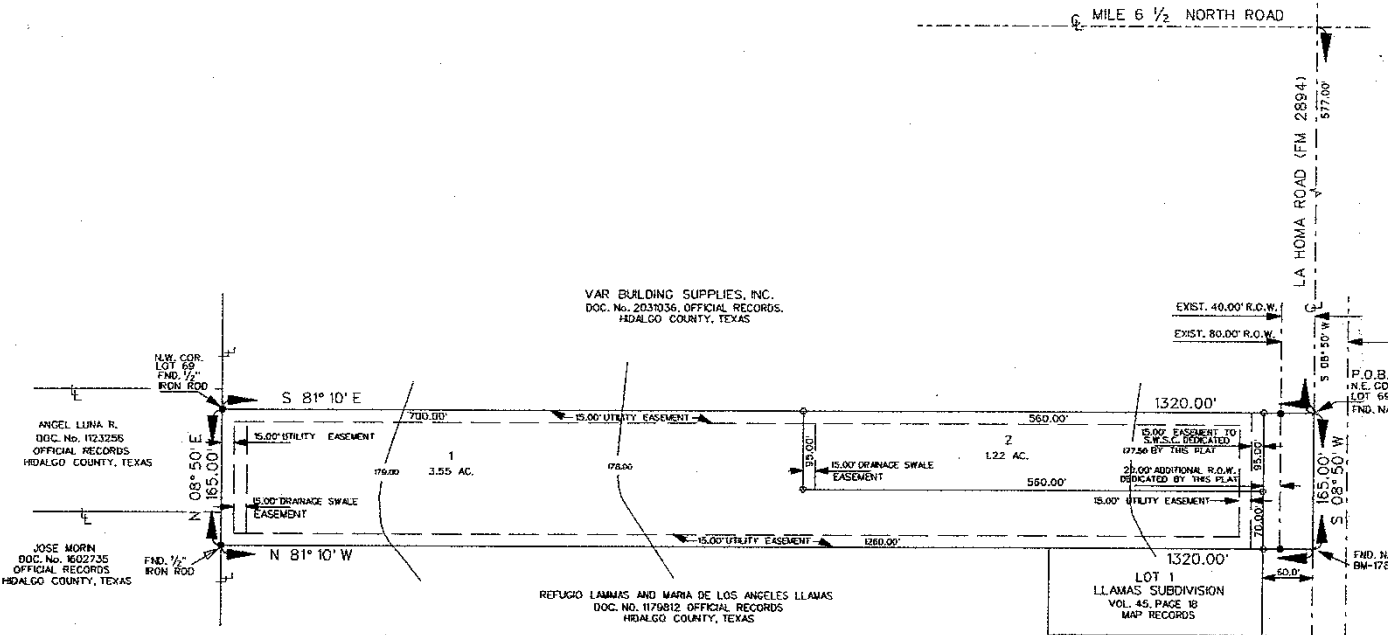
Name of Subdivision:

Valeria Estates 3RD Review

Page

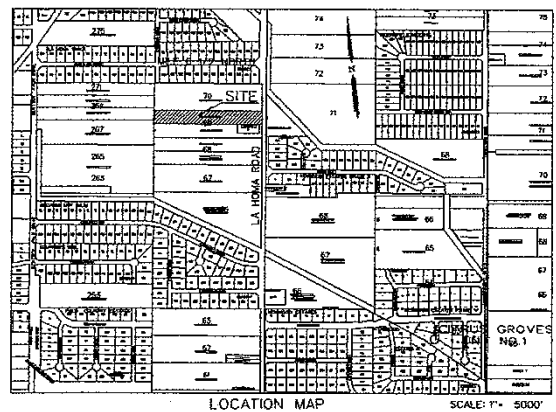
1 of 1

[illegible]



GENERAL NOTES:

- MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 50.00 FEET
SIDES: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 30.00' OR EASEMENT WHICHEVER IS GREATER
GARAGE/CARPORT SET BACK SHALL BE 10.0'
- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" 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 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.
- DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
• DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
• DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
- BENCHMARK ELEVATION 178.20 NAIL AT THE SOUTHEAST CORNER OF THIS SUBDIVISION
- FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN
C.F.A. 480334 0200 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 INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- 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 25,894 CUBIC FEET (0.5174 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.
LOT 1: 20,881 CF - 0.4747 ACRE-FEET
LOT 2: 5,013 CF - 0.1427 ACRE-FEET



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
VALERIA ESTATES IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, ON THE WEST SIDE OF LA HOMA ROAD (FM 2894) 577.00 FEET SOUTH OF MILE 6 1/2 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION (POPULATION OF 67,110 - 2000 CENSUS). VALERIA ESTATES LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

- 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.
- 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 OCCUPANCY OF THE LOT.
- 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.
- THIS SUBDIVISION HAS A 15' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE WEST, NORTH AND SOUTH SIDE OF THIS SUBDIVISION AND A 15' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF EACH LOT.
- 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 SEWAGE 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 EXEMPTS 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 OCCUPANCY OF A LOT.
F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN 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.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
- GUILLELMINA S. LOPEZ AND DAVID E. LOPEZ, THE OWNER & SUBDIVIDER OF VALERIA 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.
- 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.
- 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.
- 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.
- FIRE HYDRANTS INSTALLED WITHIN THE CORPORATIONS 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.
- IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE IMPROVEMENTS MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METERS. THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
- 100' DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO LA HOMA ROAD (FM 2894).
A COMMON DRIVEWAY ACCESS FOR LOTS 1 AND 2 WILL BE ALLOWED FROM FM 2894
- ALL LOTS IN VALERIA ESTATES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN VALERIA ESTATES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE". AREAS LOT OWNER OF VALERIA ESTATES 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 AND THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE 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 VALERIA ESTATES BECAUSE AN ALTERNATIVE 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 SERVING ALL LOTS IN VALERIA ESTATES, 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 VALERIA ESTATES ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT BURDENSING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REVISION NOTES			
NO.	SHEET	REVISION	DATE APPROVED

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: DAVID E. LOPEZ	3404 OLGA AVE.	MCALLEN, TEXAS 78503	(956) 828-1227
ENGINEER: GUILLELMO A. ARRATIA, P.E.	526 N. 5TH ST.	MISSION, TX 78572	(956) 784-0288
SURVEYOR: HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

VALERIA ESTATES

THE NORTH 5.00 ACRES OF LOT 69, BLOCK 1, LA HOMA RANCH CITRUS GROVE SUBDIVISION No. 1, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 5.00 ACRE TRACT OF LAND BEING THE NORTH 5.00 ACRES OF LOT 69, BLOCK 1, LA HOMA RANCH CITRUS GROVE SUBDIVISION No. 1, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND IN THE CENTERLINE OF LA HOMA ROAD (SH 364) FOR THE NORTHEAST CORNER OF LOT 69, AND THE NORTHEAST CORNER OF THIS TRACT,
THENCE S 08°50'W, ALONG THE CENTERLINE OF LA HOMA ROAD (FM 2894) AND THE EAST LINE OF LOT 69, A DISTANCE OF 165.00 FEET TO A NAIL FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT,
THENCE N 81°10'W, PASSING BY 1/2" IRON ROD FOUND AT 40.00 FEET FOR THE WEST R.O.W. LINE OF LA HOMA ROAD (SH 364), A TOTAL DISTANCE OF 1320.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 69, FOR THE SOUTHWEST CORNER OF THIS TRACT,
THENCE N 08°50'E, ALONG THE WEST LINE OF LOT 69, A DISTANCE OF 165.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 69 AND THE NORTHWEST CORNER OF THIS TRACT,
THENCE S 81°10'E, ALONG THE NORTH LINE OF LOT 69, PASSING A 1/2" IRON ROD FOUND AT 1280.00 FEET FOR THE WEST R.O.W. LINE OF LA HOMA ROAD (SH 364), A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
DATED THIS _____ DAY OF _____, 2010

PRESIDENT _____ DATE _____
ATTEST: SECRETARY _____ DATE _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VALERIA ESTATES 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 VALERIA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT 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 VALERIA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2010.

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST: HIDALGO COUNTY CLERK _____ DATE _____

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

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

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET FIRM NO. F-9050 PH. (956) 784-0218
MISSION, TEXAS 78572 E-MAIL: NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE, GUILLELMINA S. LOPEZ AND DAVID E. LOPEZ, OWNER OF THE 5.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "VALERIA ESTATES" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS 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, THE 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.

OWNER: GUILLELMINA S. LOPEZ
ADDRESS: 3404 OLGA
MCALLEN, TEXAS 78503
OWNER: DAVID E. LOPEZ
ADDRESS: 3404 OLGA
MCALLEN, TEXAS 78503

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GUILLELMINA S. LOPEZ AND DAVID E. LOPEZ, PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, 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 THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010

NOTARY PUBLIC, FOR THE STATE OF TEXAS

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009 (c) AND § 212.015(d)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE VALERIA ESTATES WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON _____, 2010

MAYOR OF THE CITY OF MISSION _____ DATE _____
ATTEST: SECRETARY OF THE CITY OF MISSION _____ DATE _____

THIS PLAT OF VALERIA 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 _____, 2010

CHAIRMAN

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. 2781
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, GUILLELMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLELMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
MISSION, TEXAS 78572



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 DEPICTED 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: _____

SHEET 1 OF 3

INDEX TO SHEET OF VALERIA ESTATES	
HEADINGS INDEX: LOCATION MAP AND ETC. PRINCIPAL CONTACTS:	
SHEET 1	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; 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 E.T.O. OF MUNICIPALITY AND DESTINATION OF THE PROJECT; THE PROJECT IS SITUATED IN C.D.C.D. CERTIFICATION: H.C. IRRIGATION DISTRICT NO. 6 CERTIFICATE OF APPROVAL; REVISION NOTES, R.C.H.D. AND V.C.H.D.W.
SHEET 2	WATER DISTRIBUTION AND 10-1115 SEWAGE FACILITY; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE PROJECT; ETC. E.T.O. OF MUNICIPALITY; SURVEYOR'S AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: April 21, 2010

RE: **Eduardo's No. 9 Subdivision- Pct. 3**
Final Approval

Eduardo's No. 9 is a twenty nine (29) residential and eight (8) commercial lot subdivision located along the West side of La Homa Road approximately ½ mile South from Mile 7 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 July 8, 2009. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

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

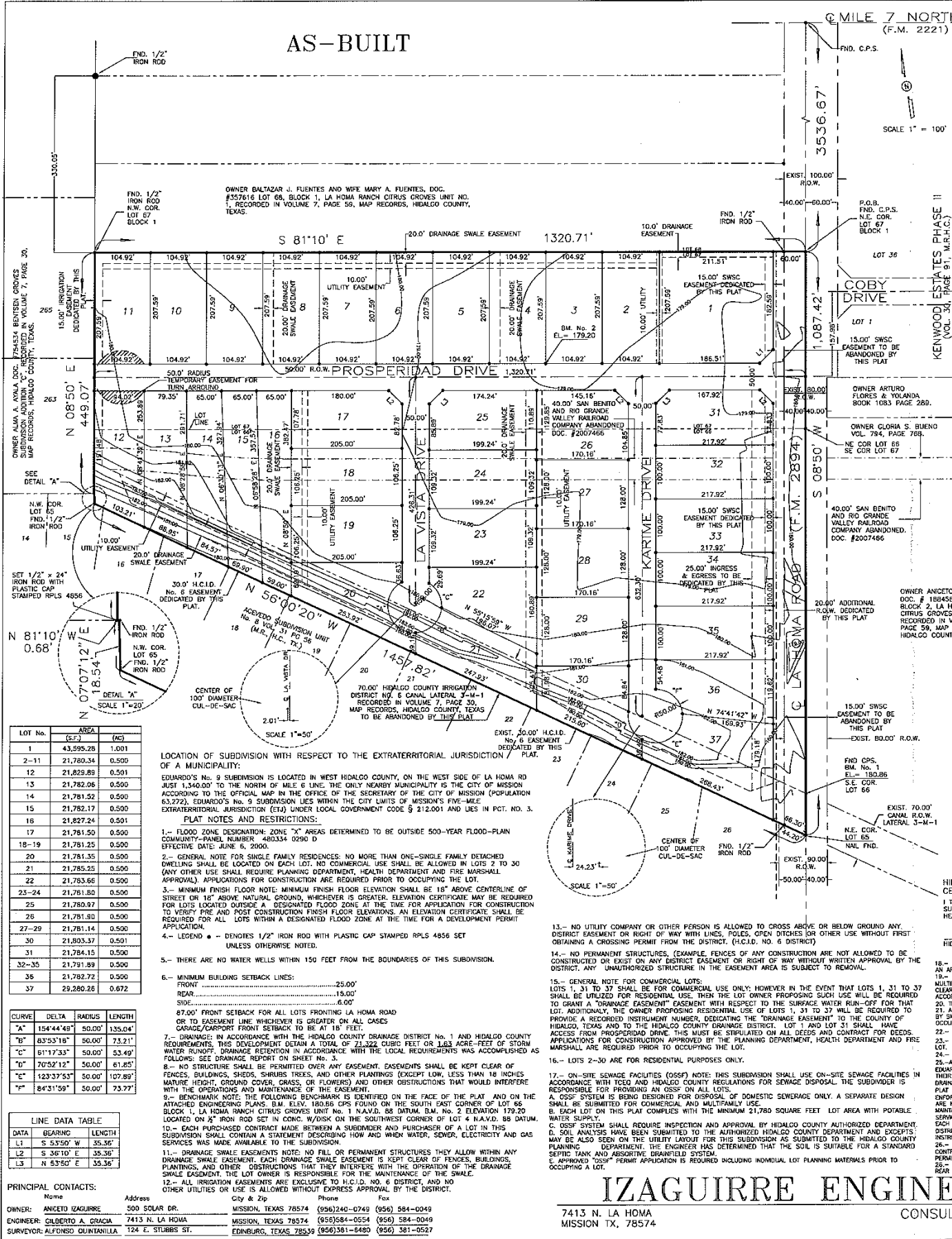
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Aniceto Izaguirre and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed and can be expected to function satisfactorily.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on La Homa 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 December 08, 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 **April 20, 2010**.

AS-BUILT



SUBDIVISION PLAT OF EDUARDO'S No. 9 SUBDIVISION

A 23.56 ACRE TRACT OF LAND BEING ALL OF LOTS 66 AND 67, BLOCK 1, PORTION OF THE SAN BENITO AND RIO GRANDE VALLEY RAILROAD COMPANY RIGHT OF WAY, AND PORTION OF HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 LATERAL 3-M-1 RIGHT OF WAY, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIE RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1884587, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A 23.56 ACRE TRACT OF LAND BEING ALL OF LOTS 66 AND 67, BLOCK 1, PORTION OF THE SAN BENITO AND RIO GRANDE VALLEY RAILROAD COMPANY RIGHT OF WAY, AND PORTION OF HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 LATERAL 3-M-1 RIGHT OF WAY, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIE RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1884587, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HEREIN MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF LA HOMA ROAD (F.M. 2894) FOR THE NORTHEAST CORNER OF LOT 67, AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 08°07'12" E, ALONG THE DIST LINE OF LOTS 66 AND 67, AND THE CENTERLINE OF LA HOMA ROAD (F.M. 2894), A DISTANCE OF 1,087.42 FEET TO A NAIL FOUND FOR THE NORTHEAST CORNER OF LOT 66, BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, THE NORTHEAST CORNER OF ACCEDED SUBDIVISION UNIT No. 8 (RECORDED IN VOLUME 31, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS);

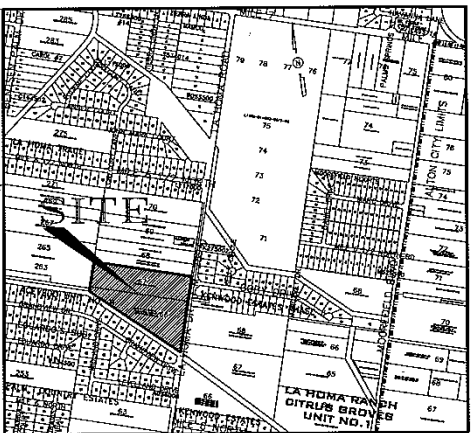
THENCE N 50°07'20" W, ALONG THE NORTH LINE OF LOT 65, AND THE NORTH LINE OF ACCEDED SUBDIVISION UNIT No. 8, PASSING A 1/2" IRON ROD FOUND AT 44.20 FEET FOR THE WEST RIGHT OF WAY LINE OF LA HOMA ROAD (F.M. 2894), A TOTAL DISTANCE OF 1,457.82 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 15, ACCEDED SUBDIVISION UNIT No. 8, AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 07°07'12" E, ALONG THE NORTH LINE OF LOT 15, ACCEDED SUBDIVISION UNIT No. 8, A DISTANCE OF 18.54 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF LOT 15 AND AN INTERIOR CORNER OF THIS TRACT;

THENCE N 08°07'12" E, ALONG THE WEST LINE OF LOTS 66 AND 67, A DISTANCE OF 449.07 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 67 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 81°10'10" E, ALONG THE NORTH LINE OF LOT 67, PASSING A 1/2" IRON ROD FOUND AT 1,280.71 FEET FOR THE WEST RIGHT OF WAY LINE OF LA HOMA ROAD (F.M. 2894), A TOTAL DISTANCE OF 1,320.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.56 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HENWOOD ESTATES SUBDIVISION PHASE 2, RECORDED IN VOLUME 30, PAGE 91, MAP RECORDS, HIDALGO COUNTY, TEXAS.



LOCATION MAP

SCALE: 1"=1000 Feet

CITY OF MISSION
PLANNING AND ZONING

THIS PLAT OF EDUARDO'S No. 9 SUBDIVISION 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 _____ DAY OF _____, 2010.

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

I, ANICETO IZAGUIRRE, OWNER OF THE 23.56 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S No. 9 SUBDIVISION, HEREBY SUBMIT THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER DRAINAGE CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

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

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

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

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

ANICETO IZAGUIRRE, OWNER
DAS LAMAS LAND DEVELOPMENT
500 SOLAR DR.
MISSION, TEXAS 78574

DATE _____

STATE OF TEXAS COUNTY OF HIDALGO
BEFORE ME, _____, the undersigned notary public, on this day personally appeared ANICETO IZAGUIRRE proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2010.

DANIELA BONILLA
NOTARY PUBLIC
April 04, 2018

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.

GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS COUNTY OF HIDALGO
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE EDUARDO'S No. 9 SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____.

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S No. 9 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

18.- ANICETO IZAGUIRRE, THE OWNER & SUBDIVIDER OF EDUARDO'S No. 9 SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED CESSP ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

19.- AN OFF-STREET PARKING LOT SITE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT. THE SITE PLAN, DRAINAGE PLAN AND CESSP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

20.- THE RESIDENTIAL LOT SETBACK SERVICE BY A 3/4" METER.

21.- ALL PUBLIC UTILITIES EASEMENTS DEPICTED 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 CORRELATE WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

22.- NO SIDEWALKS ARE REQUIRED ON THIS PLAT FOR SINGLE FAMILY RESIDENTIAL USES.

23.- THE EAST 15.00 FEET OF LOTS 1 AND LOTS 31 TO 37, INCLUDING, SHALL BE UTILIZED AS GREEN AREA TO OBTAIN 7,560 CUBIC-Feet OR 840 CUBIC-Feet PER LOT.

24.- LOTS 1, 31-37 HAVE A 15' NO FENCE EASEMENT TO SHARPLAND WATER SUPPLY CORPORATION.

25.- ALL LOTS IN EDUARDO'S SUBDIVISION No. 9 ARE HEREBY GRANTED A "DRAINAGE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN EDUARDO'S SUBDIVISION No. 9 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF EDUARDO'S SUBDIVISION No. 9 THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE PROPERTY BEHINDING THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO (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 AREA ALSO DUTY 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 COMPREHENSIVE EDUARDO'S SUBDIVISION No. 9 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 MAINTAINED BY THE POLITICAL SUBDIVISION IN SUBDIVISION No. 9, 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 EDUARDO'S SUBDIVISION No. 9 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY AUTHORIZED TO RELEASE THE DRAINAGE EASEMENT BURENDING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

26.- INDIVIDUAL LOT ACCESS ARE NOT ALLOWED FOR LOTS 1, AND 31 THROUGH 37 TO FM 2894 (LA HOMA ROAD) AND A 45 FOOT DRIVEWAY ENTRANCE SHALL BE PERMITTED BY DEVELOPER BETWEEN LOTS 36 AND 37, TO PROVIDE INGRESS AND EGRESS TO LOTS 31-37 FROM FM 2894 (LA HOMA ROAD). A TYPICAL DRIVEWAY PERMIT WAS REQUIRED.

28.- ACCESS ARE NOT ALLOWED ON TO LOTS 31 THROUGH 37 FROM KARME DRIVE. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG THE REAR LOT LINE OF LOTS 31 THROUGH 37.

CHAIRMAN
CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL

UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND § 212.0115(b)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EDUARDO'S No. 9 SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF _____ ON _____.

Mayor of the City of Mission _____ Date _____

ATTEST: _____ Secretary of the City of Mission _____ Date _____

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION POLICIES, TO SUCH LOTS FROM THE DISTRICT DELIVERY POINT AND BY VIRTUE OF THESE REQUIREMENTS IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS THE _____ DAY OF _____, 2010.

ATTEST: _____ SECRETARY _____ PRESIDENT _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

UNDER LOCAL GOVERNMENT CODE § 232.028(c)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EDUARDO'S No. 9 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

STATE OF TEXAS
COUNTY OF HIDALGO
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 instrument Number _____ of the Plat Records of Hidalgo County at _____ M. on _____.

NOTE: 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 NO. 48.2116. 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: _____

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

NO.	SHEET	REVISION	DATE	APPROVED
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IZAGUIRRE ENGINEERING GROUP, LLC.

CONSULTING ENGINEERS

F-10214

7413 N. LA HOMA
MISSION TX, 78574

TEL. (956) 240-0749
FAX. (956) 584-0049



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: April 21, 2010

RE: **Alegria Subdivision – Pct. 4**
Final Approval

Alegria Subdivision is a two (2) lot subdivision located on the South side of Pinkston Road approximately 240 feet West of Kenyon 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 April 30, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Pinkston 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 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 Pinkston Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Plat Approval from the Hidalgo County Commissioner's Court on July 14, 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 **April 20, 2010**.



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: April 21, 2010

RE: **Amended Re-Plat of Lot 22, Vista Bonita Unit 7 Subdivision – Pct. 4**
Final Approval

Amended Re-Plat of Lot 22, Vista Bonita Unit 7 Subdivision is a one (1) lot subdivision located on the South side of Ingle Road approximately 300 feet West of Doolittle Road along the West side of the internal subdivision street Kyllen Avenue.

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 August 6, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

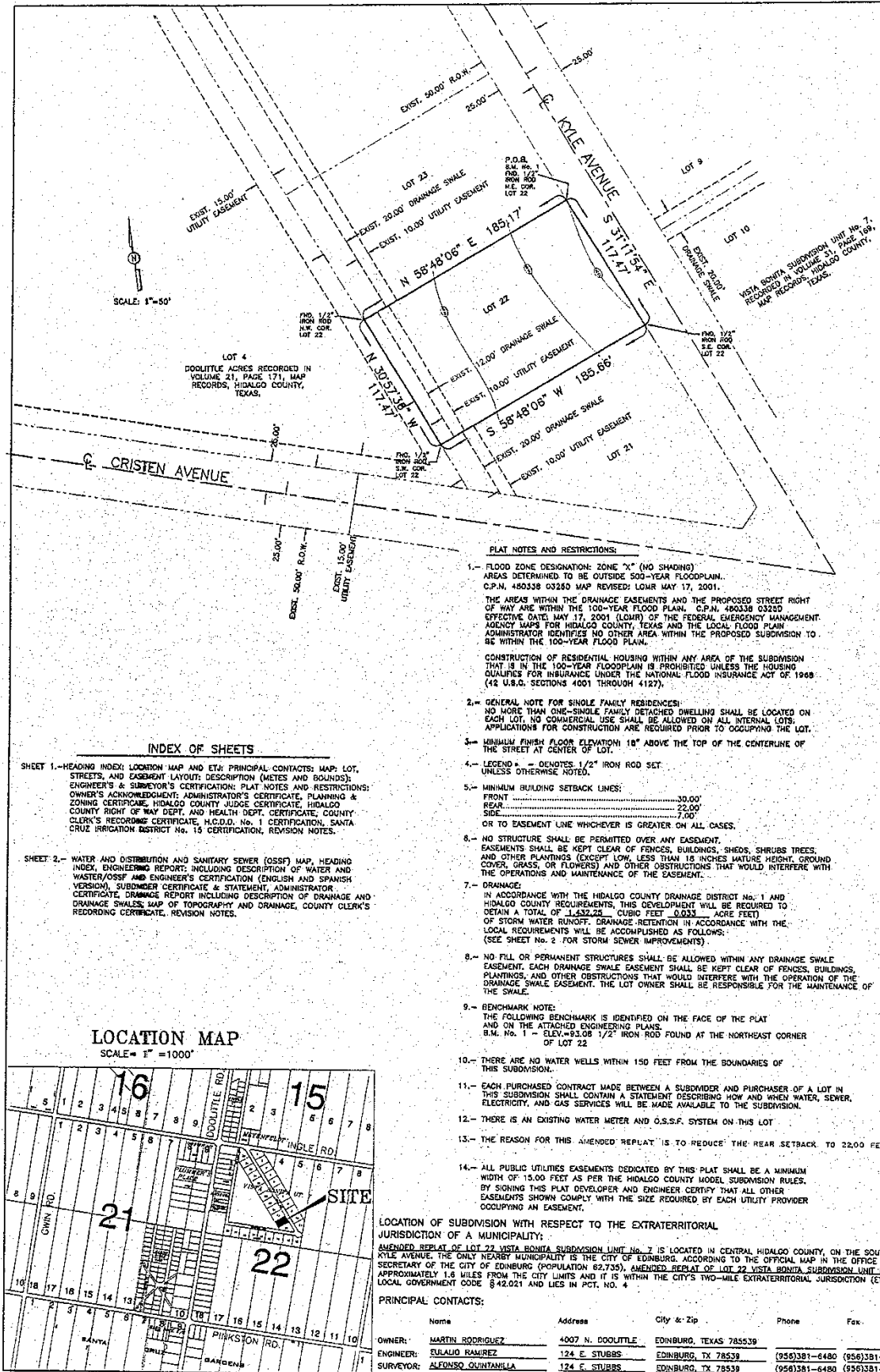
Sanitary Services will be provided by OSSF. There is an existing septic tank system on the lot.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Kyle Avenue 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 plat is being amended to reduce the rear setback to twenty two (22) feet from the original forty (40) feet setback.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **April 20, 2010**.



AMENDED
REPLAT OF LOT 22
VISTA BONITA SUBDIVISION
UNIT No. 7

A 0.50 ACRE TRACT OF LAND BEING ALL OF LOT 22, VISTA BONITA SUBDIVISION UNIT No. 7, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGES 159, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 715249, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 0.50 ACRE TRACT OF LAND BEING ALL OF LOT 22, VISTA BONITA SUBDIVISION UNIT No. 7, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGES 159, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 715249, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF KYLE AVENUE FOR THE NORTHEAST CORNER OF LOT 22 AND THE NORTHEAST CORNER OF THIS TRACT.
THENCE: S 31°11'54" E, ALONG THE EAST LINE OF LOT 22 AND THE WEST RIGHT OF WAY LINE OF KYLE AVENUE, A DISTANCE OF 117.47 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 22 AND THE SOUTHEAST CORNER OF THIS TRACT.
THENCE: S 58°48'08" W, ALONG THE SOUTH LINE OF LOTS 22, A DISTANCE OF 185.66 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 22 AND THE SOUTHWEST CORNER OF THIS TRACT.
THENCE: N 30°57'38" W, ALONG THE WEST LINE OF LOT 22, A DISTANCE OF 117.47 FEET TO 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 22 AND THE NORTHWEST CORNER OF THIS TRACT.
THENCE: N 58°48'08" E, ALONG THE NORTH LINE OF LOTS 22, A DISTANCE OF 185.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.50 ACRES OF LAND MORE OR LESS.
BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA SUBDIVISION UNIT No. 7, RECORDED IN VOLUME 31, PAGE 159, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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
P.E. No. 95534
6-25-09
DATE

COUNTY OF HIDALGO
STATE OF TEXAS
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. 95534
2-10-10
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.02B(5)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE AMENDED REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 was reviewed and approved by the Hidalgo County Commissioners Court on _____
Hidalgo County Judge _____ date _____
Attest: _____
Hidalgo County Clerk _____ date _____

REVISION NOTES			
No.	Sheet	Revision	Date

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78538
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527

STATE OF TEXAS
COUNTY OF HIDALGO
I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE AMENDED REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 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.

MARTIN RODRIGUEZ
MARTIN RODRIGUEZ
4007 N. DOOLITTLE
EDINBURG, TEXAS 78539
02/10/10
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, the undersigned authority, on this day personally appeared MARTIN RODRIGUEZ, 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 10th day of FEBRUARY, 2010.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires July 23, 2015
Lilia A. Quintanilla - Notary Public

STATE OF TEXAS
COUNTY OF HIDALGO
I, JUAN R. LOPEZ, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS AMENDED REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHICH BY APPROVAL HAS BEEN APPROVED FOR RECORDING ON THIS THE 10th day of February, 2010 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.
JUAN R. LOPEZ
ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT NO. 15 ON THIS 22nd DAY OF FEBRUARY, 2010, SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY, AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

Juan R. Lopez
Blanca Lopez
PRESIDENT SECRETARY

NOTE:
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 NO. 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: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMENDED REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 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

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMENDED REPLAT OF LOT 22 VISTA BONITA SUBDIVISION UNIT No. 7 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20__

HIDALGO COUNTY HEALTH INSPECTOR _____ DATE _____



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUILLARDO, JR.
HIDALGO COUNTY CLERK
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SHEET NO.	FILED NAME (VISTA BONITA SUBDIVISION UNIT No. 7) AMENDED REPLAT OF LOT 22 PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
1 OF 2	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: April 21, 2010

RE: **Vista Ridge Acres Phase 2 Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Vista Ridge Acres Phase 2 Subdivision is a six (6) lot subdivision located along the South side of Mile 20 North Road approximately ¼ mile West of FM 88.

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 09, 2010. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Mile 20 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

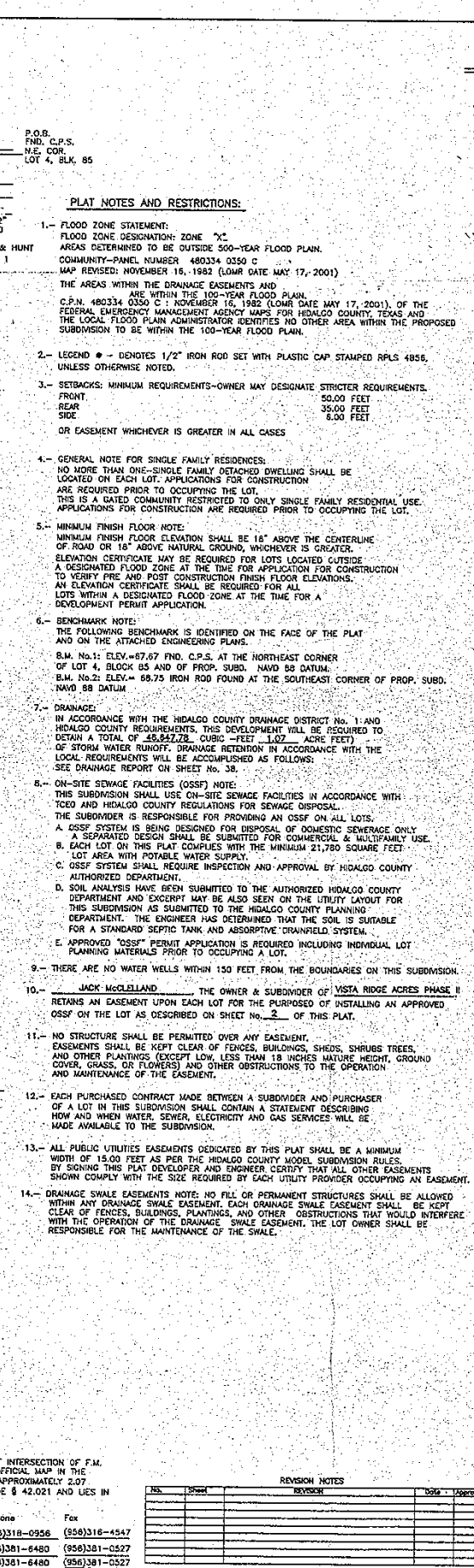
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8") inch waterline on Mile 20 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.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on February 23, 2010. The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from First National Bank in the amount of \$9,000.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of six (6) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on April 20, 2010.**



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

I, JACK MCCLELLAND, AS OWNER OF THE 28.68 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VISTA RIDGE ACRES PHASE II SUBDIVISION, HEREBY SUBMIT THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE 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 STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

Jack McClelland 3-18-10
DATE

JACK MCCLELLAND, OWNER
2014 W. FREDDY GONZALEZ DRIVE
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared JACK MCCLELLAND, 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 18th day of MARCH, 2010.

 LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
May 23, 2015

Lilia A. Quintanilla
LILIA A. QUINTANILLA, NOTARY PUBLIC

THIS PLAT APPROVED BY ENGLEMAN IRRIGATION DISTRICT ON THIS 14th DAY OF April, 2010.

ENGLEMAN IRRIGATION DISTRICT WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT DISTRICT EXPENSE.

Samuel B. Rinder SECRETARY
James H. Jones PRESIDENT

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

WE THE UNDERSIGNED CERTIFY that this plat of the VISTA RIDGE ACRES PHASE II was reviewed and approved by the Hidalgo County Commissioners Court on _____

Attest: _____
Hidalgo County Judge Date _____
Hidalgo County Clerk Date _____

NOTE:
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 CODE NO. 46-211(a). 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: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (VISTA RIDGE ACRES PHASE II) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE _____

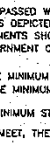
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (VISTA RIDGE ACRES PHASE II) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE _____

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* 3-17-10
ALFONSO QUINTANILLA
P.E. NO. 76534 DATE

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

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

BY: _____ DEPUTY



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E.
Planning Administrator

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

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

DATE: APRIL 21, 2010

RE: SAN JACINTO ESTATES PHASE 5 SUBDIVISION – PCT. 1

ON JUNE 22, 2009, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. LETTER OF CREDIT NO. 4674 WAS USED TO SECURE THE FUNDS FOR SIXTY ONE (61) SEPTIC TANK SYSTEMS. A CASH DEPOSIT IN THE AMOUNT OF \$3,355.00 WAS ALSO USED TO SECURE SIXTY ONE (61) OSSF PERMIT FEES.

THE DEVELOPER IS REQUESTING A PARTIAL RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF \$16,500.00 DOLLARS. THIS AMOUNT REFLECTS THE COMPLETION OF THE INSTALLATION OF FIFTEEN ADDITIONAL SEPTIC TANK SYSTEMS. THE DEVELOPER IS ALSO REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$825.00. THIS AMOUNT REFLECTS THE FIFTEEN ADDITIONAL OSSF PERMITS ISSUED. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY FIVE SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A PARTIAL RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF \$16,500.00 AND A REIMBURSEMENT FOR \$825.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

SECURITY FIRST CREDIT UNION NO. 4674

ORIGINAL AMOUNT	\$ 67,100.00
1 ST RELEASE	\$ 13,200.00
2 ND RELEASE	\$ 6,600.00
3 RD RELEASE	\$16,500.00

BALANCE	\$ 30,800.00
---------	--------------

CASH DEPOSIT

ORIGINAL AMOUNT	\$3,355.00
1 ST REIMBURSEMENT	\$ 660.00
2 ND REIMBURSEMENT	\$ 330.00
3 RD REIMBURSEMENT	\$ <u>825.00</u>

BALANCE	\$1,540.00
---------	------------



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

IRREVOCABLE LETTER OF CREDIT NO. 4674

TO: J.D. Salinas, III County Judge (in his official capacity) Hidalgo County, Texas

DATE: MAY 22, 2009

We hereby authorize you to draw at sight on Security First Credit Union for the account of Jacinto Garza (the Customer), up to the aggregate amount of Sixty Seven Thousand One Hundred Dollars and No Cents DOLLARS (\$ 67,100.00) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated 5-22-09 20, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on MAY 22, 2010 by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: Security First Credit Union

Address of Issuer: 2505 W. Lincoln Harlingen, Tx 78552

Signature of Issuer's Authorized Officer Nelda Maciel

Printed Name: Nelda Maciel

Title: Member Service Representative

1

Subdivision Name: San Jacinto Estates No. 5



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

3269

SAN JACINTO ENTERPRISES, LLC

(956) 565-9813
2100 W. EXPRESSWAY 83
MERCEDES, TX 78570



FIRST NATIONAL BANK MEMBER FDIC
CHECK VERIFICATION (800) 430-5255
CUSTOMER SERVICE (800) 340-4500

88-2141-1149

6/10/2009

PAY
TO THE
ORDER OF

Hidalgo County

\$ **3,355.00

Three Thousand Three Hundred Fifty-Five and 00/100***** DOLLARS

Hidalgo County

MEMO

San Jacinto Estates No. 5

AUTHORIZED SIGNATURE

⑈003269⑈ ⑆114921415⑆ ⑈0140010157⑈

HIDALGO COUNTY PLANNING DEPARTMENT	
① UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000 Permit No. _____	
TOTAL	
② SUBDIVISION FEES Acct # - 1100-341-30-210-001-0-000 Filing/Review Fee _____ 2% Inspection Fee _____ Maps _____ Subd. Rules Book _____ Other <u>055F PERMITS</u>	
TOTAL	3,356.00
③ ESCROW Acct # - 1100-211-00-000-018-0-000 1/3 Paving _____ Septic Tank - <u>3,355.00</u> Other _____	
TOTAL	3,355.00
Date <u>JUNE 16</u> 20 <u>09</u>	
Received of: <u>SAN JACINTO ENTERPRISES, LLC \$ 3,355.00</u>	
<u>THREE THOUSANDS THREE HUNDRED AND FIFTY FIVE 00/100</u> Dollars	
Subdivision: <u>SAN JACINTO ESTATES No. 5</u>	
Cash _____	Check # <u>3269</u> M.O. # _____
Received by: <u>[Signature]</u>	
Precinct No. 2 RECEIPT Nº 60829 -2	
THE STATE OF TEXAS COUNTY OF HIDALGO	
White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy	
COUNTY AUDITOR'S FORM RE-PD-0001	



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

April 21, 2010

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: SAN JACINTO ESTATES NO. 5

Dear Mr. Sesin:

According to our records **35** of the septic tank systems for **SAN JACINTO NO. 5** a **61** lot subdivision, located on **MILE 13 ½ AND MILE 4 WEST** have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector



Raul E. Segin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

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

DATE: APRIL 21, 2010

RE: PUEBLO DE PALMAS @ MILE 4 PHASE I SUBDIVISION – PCT. 3

ON MARCH 30, 2010, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. LETTER OF CREDIT NO. 247 WAS USED TO SECURE THE FUNDS FOR THE PAVING ON-SITE IMPROVEMENTS, STREET SIGNS AND THE INSTALLATION OF ALL SEPTIC TANK SYSTEM.

THE DEVELOPER IS REQUESTING A RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF \$224,772.85 DOLLARS. THE DEVELOPER HAS COMPLETED ALL OF THE REQUIREMENTS IN ACCORDANCE WITH THE MODEL SUBDIVISION RULES. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE HUNDRED FIVE (105) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF \$224,772.85 FOR THE AFOREMENTIONED IMPROVEMENTS.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



Your Kind of Bank. Your Kind of Banker

IRREVOCABLE LETTER OF CREDIT NO 247

TO: County Judge (in his or her official capacity), Hidalgo County, Texas

DATE: March 3, 2010

We hereby authorize you to draw at sight on Rio Bank for the account of **G & D FINANCIAL SERVICES L.P. BY J. GARY FRISBY, PRESIDENT, G&D FINANCE CO., INC. ITS SOLE GENERAL PARTNER** (The "Customer"), up to the aggregate amount of **Two Hundred Twenty-Four Thousand, Seven hundred Seventy-Two Dollars and Eighty-Five Cents (\$224,772.85)** (The "Stated Amount") available by our draft, accompanied by a certification by the County Planning Department or County Judge that the following condition exists:

"A Condition of Draw exists under the Subdivision Construction Agreement dated _____ by and between Subdivider and Hidalgo County (the "Agreement"). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of this Agreement."

Draft must be drawn and presented by or on April 21, 2011 by the close of business of the issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented accordance with this credit shall be duly honored. Partial draws are permitted and the letter or credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit and upon and draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary (1983 Revision), International Chamber of Commerce (Publication No. 400).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: Rio Bank
Address of Issuer: P.O. Box 4169, McAllen, Texas 78502-4169

Officer: Thomas Davidson, Senior Vice President

Authorized Signature: Thomas Davidson

Corporate Headquarters • 1655 N. 23rd • McAllen, Texas • 78501
(956) 631-7890 • Fax (956) 630-2329 / (956) 630-0862
Mailing Address: P.O. Box 4169 • McAllen, Texas 78502



Raul E. Sesein, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

April 21, 2010

Hidalgo County Planning Department
Mr. Raul E. Sesein
1304 S. 25 Th St.
Edinburg, TX 78539

RE: PUEBLO DE PALMAS AT 4 MILE PHASE 1

Dear Mr. Sesein:

According to our records the septic tank systems for **PUEBLO DE PALMAS AT 4 MILE** a **105** lot subdivision, located on **4 MILE & TOMGILL ROAD** have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

AI-20894

6.A.

DA Hot Checks Report - March 2010

CC CONSENT

Date: 04/27/2010
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: Monthly Fee Reports

Information

CAPTION

District Attorney:
Approval of March 2010 Monthly Fee Report.

BACKGROUND

DA Hot Checks Report - March 2010

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No funding required; no budgetary impact.

Attachments

Link: [DAHCMarch2010](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/21/2010 04:38 PM	APRV
2	Sylvia Solis	Monica Badillo	04/22/2010 02:14 PM	APRV
3	JC Carreon	Monica Badillo	04/22/2010 02:15 PM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Roy Cazares
Started On: 04/21/2010 11:59 AM
Final Approval Date: 04/23/2010

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED March 31, 2010

COPY

MONIES RECEIVED

BEGINNING RECEIPT # 84393 ENDING RECEIPT # 84904

TOTAL RECEIPTS FOR THIS MONTH: 512
TOTAL RECEIPTS VOIDED THIS MONTH: 6

Restitution Collected This Month	PC Ch. 32.41 (e)	\$224,029.28
Court Costs Collected This Month	CCP Art. 102.0071	27,100.00
Processing Fees Collected This Month	CCP Art. 102.007 (c)	21,907.91
Merchant Fees Collected This Month	BCC Ch. 3.506 (b)	7,870.00
Overpayments/Refunds for This Month		1,023.63
Interest Earned on Bank Acct.	LGC 113.021 (c)	<u>0.00</u>
Total Collections for This Month		<u>\$281,930.82</u>

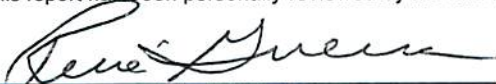
DISBURSEMENTS

BEGINNING CHECK # 179660 ENDING CHECK # 180056

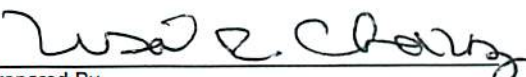
TOTAL CHECKS FOR THIS MONTH: 397
TOTAL CHECKS VOIDED THIS MONTH: 1

Restitution Disbursed This Month	\$224,195.49
Court Costs Disbursed This Month	27,100.00
Processing Fees Disbursed- County Treasurer	21,907.91
Merchant Fees Disbursed This Month	7,870.00
Refunds of Overpayments to Defendants	857.42
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	<u>0.00</u>
Total Disbursements for This Month	<u>\$281,930.82</u>

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


Hidalgo County Criminal District Attorney

4-12-10
Date


Prepared By

4-12-10
Date

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

AI-20846

7.A.

Financial Report

CC CONSENT

Date: 04/27/2010
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Approval of Financial Report: March 2010

BACKGROUND

Policy Council Approval: 04.21.10

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Fiscal Impact.

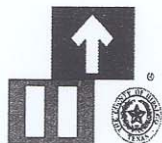
Attachments

Link: [Financial Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 01:55 PM	APRV
2	Roland Garcia	Rolando Garcia	04/20/2010 04:38 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Linda Galaviz
Started On: 04/19/2010 03:51 PM
Final Approval Date: 04/23/2010



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 21, 2010

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report-March 2010

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program
Encumbrance Budget Report - 2010 POLICY COUNCIL BUDGET
From 3/1/2010 Through 3/31/2010

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	15,632,552.45	3,540,078.76	0.00	12,092,473.69	77.35%	1,180,310.39
02	FRINGE BENEFITS	4,475,991.18	1,016,829.40	0.00	3,459,161.78	77.28%	333,808.99
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	90,000.00	0.00	77,696.50	12,303.50	13.67%	0.00
05	SUPPLIES	1,369,989.37	429,326.62	0.00	940,662.75	68.66%	89,564.18
06	OTHER COST	<u>2,372,713.00</u>	<u>590,849.78</u>	<u>65,999.25</u>	<u>1,715,863.97</u>	<u>72.31%</u>	<u>176,435.93</u>
Report Total		<u>23,951,246.00</u>	<u>5,577,084.56</u>	<u>143,695.75</u>	<u>18,230,465.69</u>	<u>76.11%</u>	<u>1,780,119.49</u>

AI-20849

7.B.

**Report on Meals and Snacks Served
CC CONSENT**

Date: 04/27/2010
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Approval of Report of Texas Department of Agricultural Meals and Snacks Served Each Month

BACKGROUND

Policy Council Approval: 04.21.10

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Link: [Meals-Snacks Served](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 01:58 PM	APRV
2	Roland Garcia	Rolando Garcia	04/21/2010 11:07 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Linda Galaviz
Started On: 04/19/2010 03:59 PM
Final Approval Date: 04/23/2010

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Aug. '09	Sept. '09	Oct. '09	Nov. '09	Dec. '09	Jan. '10	Feb. '10	Mar. '10	Apr. '10	May '10	Meal Totals
Breakfast	32,135	66,327	62,558	53,496	38,767	53,114	54,973	*49715			411,085
Lunch	32,033	65,868	62,168	53,124	37,986	52,836	54,804	*49057			407,876
PM Snack	28,982	60,563	57,452	48,300	33,150	48,659	50,409	*43006			370,521
Monthly Totals	93,150	192,758	182,178	154,920	109,903	154,609	160,186	*141778			1,189,482

*Preliminary Numbers

Rates for Free Meal Reimbursement

Breakfast: \$1.46

Lunch: \$2.68

Cash in Lieu of Commodities (Lunch): \$0.195

Snack: \$0.74

Submitted by: Mrs. SanJuanita Rangel, RD/LD
Child Nutrition Director

AI-20848

7.C.

Children's Applications for PY2010-2011

CC CONSENT

Date: 04/27/2010
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Approval of Children's Applications for Program Year 2010-2011

BACKGROUND

Policy Council Approval: 04.21.10

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Fiscal Impact.

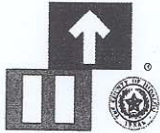
Attachments

Link: [Children's Applications 2010-2011](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 01:55 PM	APRV
2	Roland Garcia	Rolando Garcia	04/21/2010 11:04 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Linda Galaviz
Started On: 04/19/2010 03:55 PM
Final Approval Date: 04/23/2010



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 21, 2010

SUBJECT: Approval of Children's Applications for Program Year 2010-2011

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

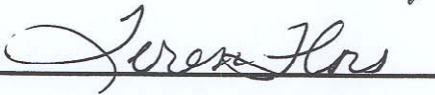
RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: The children's application summary report will be submitted to the Policy Council at the meeting.

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: 

AI-20847

7.D.

Children's Applications for PY2009-2010

CC CONSENT

Date: 04/27/2010
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Approval of Children's Applications for Program Year 2009-2010

BACKGROUND

Policy Council Approval: 04.21.10

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Link: [Children's Applications 2009-2010](#)

Link: [BACKUP](#)

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 01:55 PM	APRV
2	Roland Garcia	Rolando Garcia	04/21/2010 11:02 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Linda Galaviz
Started On: 04/19/2010 03:53 PM
Final Approval Date: 04/23/2010



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 21, 2010

SUBJECT: Approval of Children's Applications for Program Year 2009-2010

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: The children's application summary report will be submitted to the Policy Council at the meeting.

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Lorena Flores

**Hidalgo County Head Start Program
PY 2010 - 2011 Application Status Report (04/21/2010)**

	Location	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Waiting List	Vacancies
1	Alamo (6 - 119)	117	53	61		61	0	3
2	Alton (5 - 100)	100	44	56		60	4	0
3	Donna I (8 - 136)	136	78	58		58	0	0
4	Donna II (3 - 60)	60	31	28		28	0	1
5	Donna IV (2 - 33)	33	20	0		0	0	0
6	Edcouch (10 - 257)	185	95	29		29	0	61
7	Edinburg I (3 - 67)	57	22	0		0	0	0
8	Edinburg II (2 - 34)	34	17	0		0	0	0
9	Edinburg III (3 - 51)	51	29	26		30	4	0
10	Edinburg IV (10-194)	194	112	29		29	0	53
11	Edinburg V (8 - 182)	154	81	22		22	0	51
12	Elsa (3 - 64)	57	34	23		27	4	0
13	Hidalgo (3 - 60)	54	29	25		33	8	0
14	La Herencia (3 - 52)	52	30	22		23	1	0
15	La Joya (5 - 116)	91	30	61		56	0	5
16	Las Milpas I (6 - 120)	114	62	52		30	0	22
17	Las Milpas II (3 - 51)	51	28	23		37	14	0
18	McAllen II (6 - 147)	111	70	41		24	0	17
19	McAllen IV (3 - 51)	51	24	27		37	10	0
20	McAllen V (3 - 67)	57	26	31		48	17	0
21	McAllen VI (3 - 51)	51	25	26		24	0	2
22	Mercedes I (6 - 119)	117	65	52		60	8	0
23	Mercedes II (2 - 34)	34	16	17		17	0	1
24	Mission I (4 - 110)	80	43	37		18	0	19
25	Mission II (8 - 148)	148	65	83		22	0	61
26	Mission III (3 - 51)	51	22	29		0	0	29
27	Mission IV (3 - 62)	55	27	28		20	0	8
28	Monte Alto (2 - 40)	37	20	17		20	3	0
29	Palmview I (8 - 188)	148	74	74		27	0	47
30	Palmview II (8 - 192)	148	64	84		26	0	58
31	Palmview III (6 - 122)	108	56	52		42	0	10
32	Pharr (5 - 100)	95	35	60		31	0	29
33	Progreso (3 - 60)	57	33	24		30	6	0
34	San Carlos (4 - 80)	80	41	39		57	18	0
35	San Juan I (3 - 60)	54	25	27		27	0	2
36	San Juan II (10 - 182)	179	77	24		24	0	78
37	Sullivan City (6 - 124)	94	52	42		35	0	7
38	UTPA (2 - 34)	34	21	11		11	0	2
39	Vine Terrace (3 - 60)	56	40	16		29	0	13
40	Weslaco I (4 - 84)	77	38	39		45	6	0
41	Weslaco II (4 - 84)	74	35	39		52	13	0
42	Weslaco III (5 - 100)	97	52	25		25	0	20
43	Western Rd	57	34	23		0	0	23
	GRAND TOTAL	3690	1875	1482	0	1274	116	622

Hidalgo County Head Start Program
PY 2009 - 2010 Application Status Report (April 21, 2010)

	Location	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Waiting List	Vacancies
1	Alamo (6 - 119)	117	51	66	141		75	
2	Alton (5 - 100)	100	56	44	80		38	
3	Donna I (8 - 136)	136	70	66	149		93	
4	Donna II (3 - 60)	60	32	28	62		33	
5	Donna IV (2 - 33)	33	14	19	29		10	
6	Edcouch (9 - 257)	168	95	73	147		61	
7	Edinburg I (3 - 67)	57	29	28	62		34	
8	Edinburg II (2 - 34)	34	14	20	42		32	
9	Edinburg III (3 - 51)	51	20	31	55		24	
10	Edinburg IV (8 - 160)	160	83	77	230		94	
11	Edinburg V (6 - 147)	120	57	63	164		101	
12	Elsa (3 - 64)	57	27	30	61		31	
13	Hidalgo (3 - 60)	54	22	32	48		16	
14	La Herencia (3 - 52)	52	19	33	45		14	
15	La Joya (5 - 116)	91	56	35	76		51	
16	Las Milpas I (6 - 120)	114	55	59	116		83	
17	Las Milpas II (3 - 51)	51	31	20	52		32	
18	McAllen II (6 - 147)	111	65	46	111		61	
19	McAllen IV (3 - 51)	51	27	24	46		22	
20	McAllen V (3 - 67)	57	28	29	79		60	
21	McAllen VI (3 - 51)	51	23	28	56		20	
22	Mercedes I (6 - 119)	117	57	60	99		47	
23	Mercedes II (2 - 34)	34	13	21	32		17	
24	Mission I (4 - 110)	80	35	45	93		41	
25	Mission II (8 - 148)	148	77	71	111		43	
26	Mission III (3 - 51)	51	26	25	37		19	
27	Mission IV (3 - 62)	55	32	23	48		25	
28	Monte Alto (2 - 40)	37	19	18	32		14	
29	Palmview I (8 - 188)	148	70	78	111		45	
30	Palmview II (8 - 192)	148	67	81	173		87	
31	Palmview III (6 - 122)	108	50	58	107		54	
32	Pharr (5 - 100)	94	44	50	112		56	
33	Progreso (3 - 60)	57	29	28	44		24	
34	San Carlos (4 - 100)	80	43	37	74		47	
35	San Juan I (3 - 60)	54	26	28	78		50	
36	San Juan II (8 - 148)	145	42	103	146		35	
37	Sullivan City (6 - 124)	94	55	39	66	1	44	
38	UTPA (2 - 34)	34	0	34	9		11	
39	Vine Terrace (3 - 60)	56	30	26	54		27	
40	Weslaco I (4 - 84)	77	38	39	77		38	
41	Weslaco II (4 - 84)	74	29	45	80		63	
42	Weslaco III (5 - 100)	97	37	60	67		7	
43	Western Rd (3 - 69)	57	24	33	44		12	
	GRAND TOTALS	3570	1717	1853	3545	1	1791	0

Contract Amendment - Proyecto Azteca

CC CONSENT

Date: 04/27/2010
 Submitted By: Estella Webber, URBAN COUNTY
 Submitted For: Michelle Mendoza
 Department: URBAN COUNTY
 Agenda Category: Urban County

Information

CAPTION

Requesting approval to amend FY '09 Contract between the Urban County Program and Proyecto Azteca.

BACKGROUND

The UCP entered into contract with Proyecto Azteca on September 28, 2009 in the amount of \$1,000,700. The purpose of this contract was to build twenty five (25) single-family homes. The contract currently allows for reimbursement of construction costs and soft costs, however Proyecto Azteca has determined that lot acquisition is also needed in some cases. This amendment will allow for the inclusion of lot acquisition as an approved activity under the FY 09 contract. The UCP recommends approval of this amendment.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Proposed amendment is utilizing Urban County funds. No budget increase to proposed amendment.

Attachments

Link: [PA - Amended Contract](#)

Link: [PA - Amended Budget](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 03:57 PM	APRV
2	Perla Lopez	Perla Lopez	04/21/2010 04:53 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW
Form Started By: Estella Webber			Started On: 04/20/2010 03:12 PM	
Final Approval Date: 04/23/2010				

ADDENDUM TO CONTRACT

PROYECTO AZTECA

FY 2009

AMENDMENT TO CONTRACT

County and CHDO, hereby attach an addendum to the CHDO FY 09 Contract the following:

This will allow for an amendment to 2009 Contract between the Urban County Program and Proyecto Azteca. This amendment will allow for the inclusion of lot acquisition in addition to construction and soft costs related to each activity. An amended budget breakdown is attached.

County does hereby commit to allow for additional activity.

County:
HIDALGO COUNTY

CHDO:
PROYECTO AZTECA

Name

Name

URBAN COUNTY PROGRAM DIRECTOR
Title

DIRECTOR
Title

Date

Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

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

Subscribed and sworn before me this _____ day of _____, 2010.

Notary - Signature

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

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

Subscribed and sworn before me this _____ day of _____, 2010.

Notary - Signature

4. Detailed Project Budget

Detailed Project Budget		
	Cost	Funding Source
TOTAL PREDEVELOPMENT		
ACQUISITION		
Site and/or Land acquisition or lot payoff	\$134,050 ✓ 15,950	CHDO FUNDS Shop Funds
Other (specify)		
TOTAL ACQUISITION	150,000	
CONSTRUCTION	Prices per unit	
Cost for Building Material Only	\$12,435	CHDO FUNDS/Colonia Self Help/RHED
Wall Framing	\$2,011	CHDO FUNDS /Colonia Self Help/RHED
Ceiling/Roof	\$600	CHDO FUNDS /Colonia Self Help/RHED
Exterior Finish	\$750	CHDO FUNDS /Colonia Self Help/RHED
Exterior Doors	\$600	CHDO FUNDS /Colonia Self Help/RHED
Windows	\$1,000	CHDO FUNDS /Colonia Self Help/RHED
Electrical	\$1,550	CHDO FUNDS /Colonia Self Help/RHED
Central	\$2,239	CHDO FUNDS /Colonia Self Help/RHED
Plumbing / Connections	\$2,400	CHDO FUNDS /Colonia Self Help/RHED
Interior Wall	\$565	CHDO FUNDS /Colonia Self Help/RHED
Paint / Acoustic	\$598	CHDO FUNDS /Colonia Self Help/RHED
Cabinets	\$915	CHDO FUNDS /Colonia Self Help/RHED
Tile - Countertop	\$200	CHDO FUNDS /Colonia Self Help/RHED
Floor	\$460	CHDO FUNDS /Colonia Self Help/RHED
Interior Finish	\$600	CHDO FUNDS /Colonia Self Help/RHED
Closet Doors	\$250	CHDO FUNDS /Colonia Self Help/RHED
Kitchen Range w/ Hood	\$350	CHDO FUNDS /Colonia Self Help/RHED
Light Fixtures	\$350	CHDO FUNDS /Colonia Self Help/RHED
Septic Tank / Installation	\$1,455	CHDO FUNDS /Colonia Self Help/RHED

Amended budget

Trainer/Builder's Fees	\$8,000.00	~~CHDO FUNDS~~ /Colonia Self Help/RHED
TOTAL CONSTRUCTION	37,328 X 25 homes= 933,200 18 homes x 37,328 & 7 homes x 18,178 = ✓799,150 114,900 19,150	CHDO FUNDS Colonia Self Help RHED
Permits / Inspections / Survey	\$1,000 x 25 homes=25,000 ✓	CHDO FUNDS
Architectural (Inspection)		
Closing cost	\$1700 x25 homes = 42,500 ✓	CHDO FUNDS
Other (specify) Administrative Cost including Fringe Benefits	\$ 60,956	USDA Committed Funds
Sweat Equity Hours 550 hrs X 30 Families X 10.00 hr	5,500 x 25 homes= 137,500	Family contribution as a requirement for program.
Total Soft/Carrying Cost	\$265,956	
TOTAL PROJECT BUDGET	\$1,324,156	\$1,000,700.00 CHDO Funds 15,950 Shop Funds 137,500 Sweat Equity Hours 60,956 USDA

AI-20908

8.B.

**Amendment - Consumer Credit Counseling
CC CONSENT**

Date: 04/27/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting authorization to amend the subrecipient agreement with Consumer Credit Counseling of South Texas to decrease funding by \$9,905.23 for a new agreement amount of \$127,010.94 in ESG Surplus Funds.

BACKGROUND

UCP is requesting authorization to amend the contract with Consumer Credit Counseling of South Texas under ESG Surplus Funds for homeless prevention activities. The Consumer Credit Counseling of South Texas has informed UCP that if awarded the additional funds, they will be able to expend the amount by May 31, 2010. The contract amount decreases by \$9,905.23.

Contract amount awarded: \$ 136,916.17
Amount De-Obligated: 9,905.23
New Contract Amount: \$ 127,010.94

We recommend approval.

Fiscal Impact

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

BUDGETARY IMPACT:

Proposed amendment is to decrease contract by \$9,905.23 for a new contract amount of \$127,010.94.

Attachments

Link: [CC amend](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/21/2010 04:27 PM	APRV
2	Perla Lopez	Perla Lopez	04/22/2010 09:17 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Estella Webber
Started On: 04/21/2010 04:04 PM

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

CONSUMER CREDIT COUNSELING OF SOUTH TEXAS having been certified as a non-profit, has been allocated ESG Surplus Funds. The non-profit shall carry out the following activities identified in its ESG Surplus Funds Application:

ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES

Consumer Credit Counseling of South Texas shall utilize the ESG Surplus Funds for essential services and homeless prevention activities. The essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received rental eviction notices and utility disconnect notices. A total of \$95,683.68 was awarded for essential services and for homeless prevention activities.

The subrecipient agreement for Consumer Credit Counseling was approved on March 17, 2009 and ended March 31, 2010. The contract with Consumer Credit Counseling will be extended to May 31, 2010. The total amount amended on April 20, 2010 was for 41,232.49 for a new total of \$136,916.17.

This request is to amend the subrecipient agreement with Consumer Credit Counseling by decreasing funds in the amount of \$9,905.23 to their awarded amount for homeless prevention activities. The new subrecipient agreement amount will be \$127,010.94.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON APRIL 27, 2010.

County:
Hidalgo County

Non-Profit
Consumer Credit Counseling of
South Texas

Name

Name

Urban County Program Director
Title

Director
Title

Date: _____

Date: _____

Contract amendment - The Salvation Army

CC CONSENT

Date: 04/27/2010
 Submitted By: Estella Webber, URBAN COUNTY
 Submitted For: Ninfa Ozuna
 Department: URBAN COUNTY
 Agenda Category: Urban County

Information

CAPTION

Requesting authorization to amend the subrecipient agreement with The Salvation Army to increase funding by \$9,905.23 for a new agreement amount of \$219,126.15 in ESG Surplus Funds.

BACKGROUND

UCP is requesting authorization to amend the contract with The Salvation Army under ESG Surplus Funds. The Salvation Army has informed UCP that they will not be able to expend the total amount awarded. The contract amount would be increased by \$9,905.23.

Contract amount awarded:	\$ 209,220.92
Amount obligated:	<u>9,905.23</u>
New Contract Amount:	\$ 219,126.15

We recommend approval.

Fiscal Impact

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

BUDGETARY IMPACT:

Proposed amendment is to increase contract by \$9,905.23 with a new contract amount of \$219,126.15.

Attachments

Link: [S Army contract amend](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/21/2010 04:04 PM	APRV
2	Perla Lopez	Perla Lopez	04/22/2010 09:07 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW
Form Started By: Estella Webber			Started On: 04/21/2010 03:32 PM	

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

THE SALVATION ARMY having been certified as a non-profit, has been allocated ESG Surplus Funds. The non-profit shall carry out the following activities identified in its ESG Surplus Funds Application:

HOMELESS PREVENTION SERVICES

The Salvation Army shall utilize ESG Surplus Funds for essential services and homeless prevention activities. The essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received rental eviction notices and utility disconnect notices. A total of \$250,453.41 was awarded for essential services and for homeless prevention activities.

The subrecipient agreement for The Salvation Army was approved on March 17, 2009 and ended March 31, 2010. The total amount amended on April 20, 2010 was for a decrease in funding in the amount of \$41,232.49 for a new total of \$209,220.92.

This request is to amend the subrecipient agreement with The Salvation Army by increasing funds in the amount of \$9,905.23 from their subrecipient agreement amount. The new subrecipient agreement amount will be \$219,126.15.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON APRIL 27, 2010.

County:
Hidalgo County

Non-Profit
The Salvation Army

Name

Name

Urban County Program Director
Title

Executive Director
Title

Date: _____

Date: _____

AI-20902**8.D.****Housing Rehabilitation Program applicants
CC CONSENT**

Date: 04/27/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

Request for approval of one (1) applicant in the City of Alamo and one (1) in the City of San Juan under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Bernardo & Gloria Garza Deferred Loan - Elderly Reconstruct	AM 05-10-01	Alamo Precinct #1	HOME 2003 & HOME 2004	A 50.0 X 185.0 Foot Strip of land of a certain Garza 0.64 acres tract out of Lot ("U"), of the Subdivision of the South One-half (S. ½) of Lot No. 4, Block No. Thirty-Six and Lots Nos. 1 & 2 Block No. 37, Alamo Land & Sugar Company's Subdivision of Porcion 72, Los Torritos, Santa Ana and El Gato Grants, Hidalgo County, Texas.
Gilbert Gomez Deferred Loan - Disabled Reconstruct	SJ 75-10-02	San Juan Precinct #2	HOME 2008	Lot 12 Huisache Subdivision Unit #1 an addition to City of San Juan, Hidalgo County, Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2003, 2004 & 2008 Budget. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

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

BUDGETARY IMPACT:

Utilizing Urban County 2003, 2004 and 2008 HOME funds.

Attachments

Link: [home rehab applicants](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/21/2010 04:02 PM	APRV
2	Perla Lopez	Perla Lopez	04/22/2010 08:52 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Estella Webber
Started On: 04/21/2010 02:17 PM
Final Approval Date: 04/23/2010

Housing Rehab Program

ENTITY: City of Alamo

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2003 & 2004

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since December 2009, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

**Bernardo & Gloria
Garza**

Family of two (2)	
Applicant's age is 72 and spouse's age is 57	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	\$26.26
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 12,372.00
HUD Income Limits (family of 2):	\$ 29,200.00

Existing Dwelling: 3 bedrooms frame home, built in 1990.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Ph # 961-8639

INITIAL INSPECTION

Date: 2/2/10 City: Alamo If County Wide, Precinct #: _____
Name of Applicant: Bernardo Garza Inspector: Lupe Pivera, Jr.
Address: 739 north 9th Place Alamo, TX Year House was Built: 1990

EXTERIOR

1. **Foundation Condition:** Good [] Repair [] Replace ☒
Foundation Type: Piers ☒ Concrete []
Is the foundation sound and free from hazards?
Notes: Front of house shifting, lower than rear of house
2. **Exterior Walls:** Good [] Repair [] Replace ☒
Are the exterior surfaces sound and free from hazards?
Notes: wood is rotting and painted areas are chipping
3. **Windows:** Good [] Repair [] Replace ☒
Notes: Old windows, hard to open and close. 4 windows are cracked
4. **Doors:** Good [] Repair [] Replace ☒
Notes: hard to open, scrapping the floor. Back door does not open
5. **Overhang / Trim:** Good [] Repair [] Replace ☒
Notes: Has mold and needs to be replaced broken overhang in areas
6. **Roof Shingles:** Good [] Repair [] Replace ☒
Notes: Original shingles, missing a few

Is the roof sound and free from hazards?

Notes: yes

7. Other Exterior Structural Observations (stairs, rails, ramps, etc.): stairs
are in fair condition

8. Sewer Connected to City Main Line
Yard Line: ☐ Good ☒ Repair ☐ Replace ☐
Notes: _____

9. Septic Tank: ☐ Good ☐ Repair ☐ Replace ☐
Sewer Connected to Septic System ☐
of years with current Septic System: _____
Is plumbing free from sewer back up? _____
Yard Line & Drain Fiel: ☐ Good ☒ Repair ☐ Replace ☐
Notes: _____

10. Water Line: ☐ Good ☒ Repair ☐ Replace ☐
Notes: _____

11. Gas Line: ☐ Good ☐ Repair ☐ Replace ☐
LP Gas Line & Tank to Code ☐ Relocate ☐ Replace ☐
Notes: _____

12. Other observations about all Exterior Plumbing / Drains / Sewer: plumbing
pipes are original piping and need to be
replaced

13. **Electrical Lines:** Good [] Repair [] Replace []

Electrical Hazards – is the exterior of unit free from electrical hazards?:

Yes [] No ☒

Location(s): _____

Notes: _____

INTERIOR

14. **Describe Flooring Conditions** for Entire Dwelling: Extremely bad condition

Describe Specific Floor Problem Areas: Floor is shifted, tiles are loose, restroom floor has very dangerous hole.

Is Floor Repairable Yes [] No ☒

Notes: holes are breaking through the floor.

15. **Condition of Kitchen Cabinets:** Good [] Repair [] Replace ☒

Notes: original cabinets, owner made them himself

16. **Ceiling Coverings:** Good [] Repair [] Replace []

Notes: water stains and hole in bedroom #2

17. **Wall Coverings:** Good [] Repair [] Replace ☒

Interior Trim Good [] Repair [] Replace ☒

Interior Finish (Wall Texture) Good [] Repair [] Replace ☒

Notes: most walls are cracked and paint faded.

18. **Water Heater:** Good ☒ Repair [] Replace []

Is hot water heater located and equipped in a safe manner and free of hazards?

yes, in an old shed housing

Plumbing:Good [] Repair ☒ Replace []

Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: loose pipes under kitchen sink, come apart
often. leak under RR sink

19. **Insulation:**Good [] Repair [] Replace ☒

Are the attic and walls appropriately insulated for regional conditions?

Notes: none

20. **Lead Base Paint Assessment**Required [] Not Required ☒21. **Infestation** – Is the unit free from rats or severe infestation by mice or vermin?Yes ☒ No []

Notes: coaches, rats, possums.
Killed 36 rats in 2 months last year.

22. **Electrical Hazards** – are the rooms free from electrical hazards?:Yes ☒ No []

Location(s): _____

Notes: _____

23. **INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation):**

Recon - homes has so much damage
floors must be replaced, infestation of rats, walls
are cracked, exterior in horrible shape.

- Note - If more room is needed, attach additional sheet.

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2008

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since October 2008, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Gilbert Gomez

Family of one (1)	
Applicant's age is 52	
Title Search:	No Abstract & Liens
Flood Zone:	No - Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Disabled
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 5,392.08
HUD Income Limits (family of 1):	\$ 25,550.00

Existing Dwelling: 3 bedrooms frame home, built in 1960.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: 1/20/2010 City: SAN JUAN If County Wide, Precinct #: _____

Name of Applicant: Gilberto Gomez Inspector: Rick Garza

Address: 608 W. Chapman Ave Year House was Built: 60yr old home 1950

EXTERIOR

1. **Foundation Condition:** Good ☐ Repair ☐ Replace ☐
Foundation Type: Piers ☒ Concrete ☐
Is the foundation sound and free from hazards?

Notes: termite damage to structural beams

2. **Exterior Walls:** Good ☐ Repair ☐ Replace ☒
Are the exterior surfaces sound and free from hazards?

Notes: termite damage to exterior & interior of homes,
missing damaged siding, fascia

3. **Windows:** Good ☐ Repair ☐ Replace ☒

Notes: some work - most don't

4. **Doors:** Good ☐ Repair ☐ Replace ☒

Notes: Liv Rm door Busted

5. **Overhang / Trim:** Good ☐ Repair ☐ Replace ☒

Notes: SEVERAL AREAS DAMAGED

6. **Roof Shingles:** Good ☐ Repair ☐ Replace ☐

Notes: Roof leaking - 2 places

Water Bill?

Is the roof sound and free from hazards?

Notes: client says home leaks and existing roof is
about 15-16 yrs old.

7. **Other Exterior Structural Observations (stairs, rails, ramps, etc.):** front porch
seems to be slightly falling

8. **Sewer Connected to City Main Line** ☐
Yard Line: Good ☒ Repair ☐ Replace ☐

Notes: works fine

9. **Septic Tank:** Good ☒ Repair ☐ Replace ☐
Sewer Connected to Septic System ☐
of years with current Septic System: _____

Is plumbing free from sewer back up? city sewer - works good

Yard Line & Drain Fiel: Good ☒ Repair ☐ Replace ☐

Notes: _____

10. **Water Line:** Good ☒ Repair ☐ Replace ☐

Notes: water lines working

11. **Gas Line:** Good ☒ Repair ☐ Replace ☐
LP Gas Line & Tank to Code Relocate ☐ Replace ☐

Notes: gas lines sealed - electric
wants.

12. **Other observations about all Exterior Plumbing / Drains / Sewer:** client had
newly updated pipes fixed but has leaks

13. **Electrical Lines:**

Good [☒] Repair [☐] Replace [☐]

Electrical Hazards – is the exterior of unit free from electrical hazards?:

Yes [☒] No [☐]

Location(s): _____

Notes: Old main power/meter box replaced to being
old + outdated.

INTERIOR

14. Describe **Flooring Conditions** for Entire Dwelling: rotted floor in Kitchen + Bath.
Bedroom sunken floor - slowly collapsing.

Describe Specific Floor Problem Areas: Kitchen, bathroom + master
Bedroom

Is Floor Repairable

Yes [☐] No [☒]

Notes: _____

15. Condition of **Kitchen Cabinets:**

Good [☐] Repair [☐] Replace [☒]

Notes: Rotted floor, damaged sheetrock, paneling,
+ CABINETS

16. **Ceiling Coverings:**

Good [☐] Repair [☐] Replace [☐]

Notes: Some BAD: Client used 1st disability money to
patch up some walls and ceiling that has old + moldy

17. **Wall Coverings:**

Good [☐] Repair [☐] Replace [☒]

Interior Trim

Good [☐] Repair [☐] Replace [☒]

Interior Finish (Wall Texture)

Good [☐] Repair [☐] Replace [☒]

Notes: TRIM OLD, DAMAGED, some termite damage

18. **Water Heater:**

Good [☐] Repair [☐] Replace [☐]

Is hot water heater located and equipped in a safe manner and free of hazards?

NONE

Plumbing:Good [☒] Repair [] Replace []

Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes:

pipes sealed19. **Insulation:**Good [] Repair [] Replace [☒]

Are the attic and walls appropriately insulated for regional conditions?

Notes:

NONE20. **Lead Base Paint Assessment** - possiblyRequired [☒]

Not Required []

21. **Infestation** – Is the unit free from rats or severe infestation by mice or vermin?Yes [☒]

No []

Notes:

Mice22. **Electrical Hazards** – are the rooms free from electrical hazards?:

Yes []

No [☒]Location(s): All rooms good - new breaker BOX + WIRING

Notes:

23. **INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation):**

Reconstruction - Home overall is in pretty bad shape. Client has put some recent money to fix up but has a long way to go.

- Note - If more room is needed, attach additional sheet.

AI-20814

9.A.

BAIL BOND FEES

CC CONSENT

Date: 04/27/2010
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION

Approval to reserve \$116,094.05 from General Fund fund balance for bail bond fees collected from 1981 through 2002 (\$125,892.00) less expenditures related to the administration of the Bail Bond Board incurred from 2005 through 2009 (\$9,797.95) which were not included in the Bail Bond Board reserve account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding from G/F Fund balance.

Attachments

Link: [back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/15/2010 04:40 PM	APRV
2	Erika Zamora	Erika Zamora	04/23/2010 05:04 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Maria Medina
Started On: 04/15/2010 01:21 PM
Final Approval Date: 04/23/2010

**BAIL BOND BOARD
ACTUAL REVENUES & EXPENDITURES ANALYSIS
FOR THE YEARS 1981-2009
April 23, 2010**

Year	Actual Revenue	Bail Bond Budget Expenditures	Actual Amount Reserved	Expenditures Not Included in Bail Bond Board Budget	Total Expenditures	Correct Amount Reserved
1981	\$ 3,250.00	\$ -				\$ 3,250.00
1982	6,392.00	-				6,392.00
1983	2,000.00	-				2,000.00
1984	500.00	-				500.00
1985	13,250.00	-				13,250.00
1986	6,000.00	-				6,000.00
1987	6,500.00	-				6,500.00
1988	6,500.00	-				6,500.00
1989	4,500.00	-				4,500.00
1990	5,000.00	-				5,000.00
1991	6,000.00	-				6,000.00
1992	6,500.00	-				6,500.00
1993	7,500.00	-				7,500.00
1994	6,000.00	-				6,000.00
1995	7,500.00	-				7,500.00
1996	6,000.00	-				6,000.00
1997	5,500.00	-				5,500.00
1998	5,000.00	-				5,000.00
1999	6,500.00	-				6,500.00
2000	6,500.00	-				6,500.00
2001	6,000.00	-				6,000.00
2002	3,000.00	-				3,000.00
Subtotal Years 1981-2002	125,892.00	-	-	-	-	125,892.00
2003	8,000.00	-	8,000.00			8,000.00
2004	6,000.00	-	6,000.00			6,000.00
*2005	3,000.00	2,034.18	965.82	1,226.04	3,260.22	(260.22)
*2006	9,000.00	2,071.89	6,928.11	1,250.08	3,321.97	5,678.03
*2007	4,500.00	1,630.80	2,869.20	2,485.48	4,116.28	383.72
*2008	5,500.00	68.87	5,431.13	2,519.13	2,588.00	2,912.00
*2009	5,500.00	74.80	5,425.20	2,317.22	2,392.02	3,107.98
Subtotal Years 2003-2009	41,500.00	5,880.54	35,619.46	9,797.95	15,678.49	25,821.51
Grand Totals	\$ 167,392.00	\$ 5,880.54	\$35,619.46	\$ 9,797.95	\$ 15,678.49	\$ 151,713.51

*Employee #078328 started earning supplemental pay in relation to Bail Bonds on 1-18-2005 until present paid from acct #X-1100-415-16-150-001-0-117 "Co. Treasurer-Supplemental Pay"

AI-20843

9.B.

Approval of Monthly Financial Report for the Month of March 2010.

CC CONSENT

Date: 04/27/2010
Submitted By: Angelica Tapia, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION

Approval of Monthly Financial Report for the Month of March 2010.

BACKGROUND

Reports will be distributed before Commissioners' Court meeting.

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No funding required.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2010 09:12 AM	APRV
2	Erika Zamora	Erika Zamora	04/22/2010 03:54 PM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Angelica Tapia
Started On: 04/19/2010 08:07 AM
Final Approval Date: 04/23/2010

AI-20930

9.C.

**CITY OF MISSION TIRZ
CC CONSENT**

Date: 04/27/2010

Submitted By: Maria Medina, AUDITOR'S OFFICE

Submitted For: Arcilia Duran

Department: AUDITOR'S OFFICE

Agenda Category: Auditor's Office

Sub-category: Auditor's Office

Information

CAPTION

Requesting approval to issue TIRZ payment for Tax Year 2009 in the amount of \$1,533,586.43 to the City of Mission pursuant to the interlocal agreement between the City of Mission, Hidalgo County and the Reinvestment Zone No. 1, City of Mission.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/22/2010 02:31 PM	APRV
2	Erika Zamora		04/23/2010 05:04 PM	PEND
3	Erika Zamora	Erika Zamora	04/23/2010 03:23 PM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Maria Medina
Started On: 04/22/2010 02:16 PM
Final Approval Date: 04/23/2010

THE STATE OF TEXAS
COUNTY OF HIDALGO

AGREEMENT

I. PARTIES

A. Address

THIS AGREEMENT ("Agreement") is made by and between the CITY OF MISSION, TEXAS ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in the County of Hidalgo, acting by and through its governing body, the City Council; HIDALGO COUNTY ("County"), located at 100 E. Cano, Edinburg Texas 78539; and the REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS (the "Reinvestment Zone"), a reinvestment zone created by the City of Mission pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Section 311.013 of the Texas Tax Code, which Section permits a taxing unit to enter into agreements to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

<u>City</u>	<u>County</u>	<u>The Reinvestment Zone</u>
City Manager or Designee City of Mission, Texas 900 Doherty Mission, Texas 78752	Hidalgo County Attention County Judge 100 E. Cano, 2 nd Floor Edinburg, Texas 78539	Reinvestment Zone Number One, City of Mission, Texas Attention: Chairman c/o Mission Economic Development Authority PO Box 968 Mission, Texas 78573-0968

201
E. 8th Street
Mission TX 79701

X6

B. Index

The City, the County and the Reinvestment Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

<u>Section/Description</u>	<u>Page</u>
I. PARTIES	1
II. DEFINITIONS	5
III. BACKGROUND	6
IV. OBLIGATIONS OF THE COUNTY	6
V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE	8
VI. TERM AND TERMINATION	8
VII. MISCELLANEOUS	8

Exhibit "A" - City of Mission Ordinance No. 2683

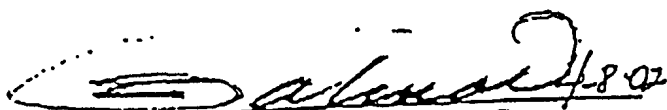
Exhibit "B" -- City of Mission Resolution No. 1022

C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, the City, the County and the Reinvestment Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF MISSION, TEXAS,
a home rule municipality

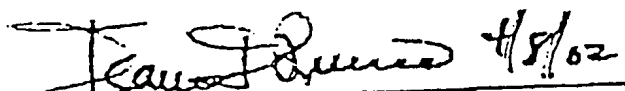

City Mayor Date 4/8/02

ATTEST:

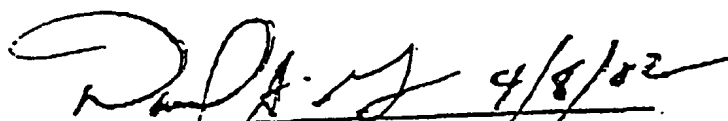

City Secretary Date 4-9-02

(SEAL)

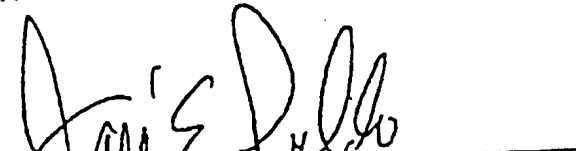
COUNTERSIGNED:

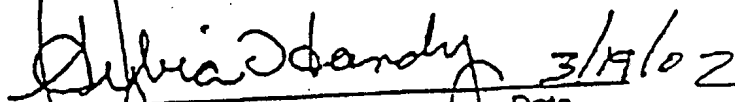

City Manager Date 4/8/02

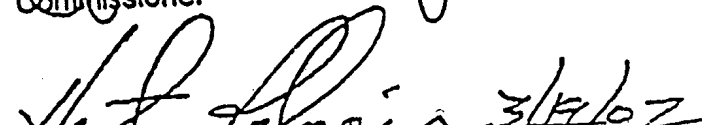
APPROVED AS TO FORM:

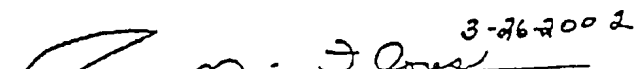

City Attorney Date 4/8/02

HIDALGO COUNTY


County Judge Date

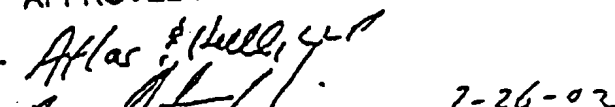

Commissioner Date 3/19/02


Commissioner Date 3/19/02


Commissioner Date 3-26-2002


Commissioner Date

APPROVED AS TO FORM:


Attorney Date 3-26-02

X6-B

REINVESTMENT ZONE NUMBER ONE.
CITY OF MISSION, TEXAS

By: [Signature]
Title: Chairman, Board of Directors, Date

ATTEST/SEAL:

By: [Signature]
Title: Secretary, Board of Directors, Date

[The remainder of this page is intentionally left blank.]

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

"Administrative Costs" means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the Reinvestment Zone incurred by the City in connection with the implementation of the project plan.

"Agreement" means this agreement between the City, the County and the Reinvestment Zone.

"Agreement Term" is defined in Section VI.

"Captured Appraised Value" means the captured appraised value of the Reinvestment Zone as defined by Chapter 311, Texas Tax Code.

"City" is defined in Section I of this Agreement and includes its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City Manager on the signature page of this Agreement.

The "County" is defined in Section I of this Agreement and includes its successors and assigns.

The "County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Reinvestment Zone pursuant to Subsections A and B of Section IV of this Agreement.

"Project Plan" means the project plan and reinvestment zone financing plan for the Reinvestment Zone adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City.

"Reinvestment Zone" means Reinvestment Zone Number One, City of Mission, Texas created by the City on September 24, 2001, by Ordinance No. 2683, attached as Exhibit A" and as enlarged by the City on December 10, 2001, by Resolution No. 1022, attached as Exhibit "B" and includes its successors and assigns.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone.

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, as applicable.

III. BACKGROUND

The City created and enlarged the Reinvestment Zone by Ordinance No. 2683, adopted September 24, 2001 and by Resolution No. 1022, adopted December 10, 2001, for the purposes of development and redevelopment in the area of the Reinvestment Zone. The City will deposit tax increments produced in the Reinvestment Zone in the Tax Increment Fund. The County desires to participate in the Reinvestment Zone in consideration for the agreements set forth below.

The County received written notice from the City of the City's intent to establish the Reinvestment Zone. Such notice was not received more than sixty (60) days before the public hearing on the creation of the Reinvestment Zone, however, the County has agreed to waive this requirement as provided for in 311.003(e) of the Texas Tax Code.

IV. OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the County

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Reinvestment Zone by contributing the below listed amounts of the tax increment produced in the Reinvestment Zone attributable to the County to the Tax Increment Fund during the term of this Agreement (the "County Tax Increment Participation").

The amount in the years 2002 through 2030 is the amount of taxes collected by the County in each of such years at a County tax rate of \$0.5095100 per \$100 valuation on the Captured Appraised Value. If the County tax rate is less than \$0.5095 during such period, then the County Tax Increment Participation is the total amount of taxes collected by the County at the actual tax rate of the County on

the Captured Appraised Value. Taxes collected during such period by result of a County tax levy at a tax rate greater than \$0.5095 shall be retained by the County.

The County's Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amount shown above. The County shall not be obligated to pay its County Tax Increment Participation from other County taxes or revenues or until the County Tax Increment Participation in the Reinvestment Zone is actually collected. The obligation to pay the County Tax Increment Participation shall accrue as taxes representing the County tax increment are collected and payment shall be due on the first day of each calendar quarter.

As provided for in '311.013(d), the County is not required to pay a tax increment into the tax increment fund of the Reinvestment Zone after September 24, 2004 unless the following conditions exist or have been met prior to September 24, 2004:

- (1) bonds have been issued for the Reinvestment Zone under '311.015 of the Texas Tax Code;
- (2) the City has acquired property in the Reinvestment Zone pursuant to the project plan; or
- (3) construction of improvements pursuant to the project plan has begun in the Reinvestment Zone.

B. Expansion of the Investment Zone

The obligation of the County to participate in the Reinvestment Zone is limited to the area described in Exhibit "A" and Exhibit "B" attached hereto. The County's participation shall not extend to the tax increment on any additional property added to the Reinvestment Zone by the City unless the County approves the participation.

C. Board of Directors

The County has the right to appoint one (1) member on the Reinvestment Zone Board of

Directors:

V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE

A copy of the Reinvestment Zone Project Plan and any amendments thereto shall be provided to the County before any such plan is finally approved by the Reinvestment Zone.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until December 31, 2030. The first payment of the County Tax Increment Participation shall be for those taxes levied by the County in the year 2002 and the last payment by the County under this Agreement is for those taxes levied by the County in the year 2030.

B. Early Termination

The City shall not adopt an ordinance terminating the Reinvestment Zone earlier than the duration of the Zone established in Ordinance No. 2683, without the prior consent of the County, provided that the Reinvestment Zone may otherwise terminate by operation of law.

C. Disposition of Tax Increments

Upon termination of the Reinvestment Zone, if all public improvements in the Project Plan have been constructed and financed and if all Reinvestment Zone debt is paid in full, the City and the Reinvestment Zone shall pay to the County all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation.

VII. MISCELLANEOUS

A. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the County, the City or the Reinvestment Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then this Agreement shall be void as to the County and the County shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

F. Assignment

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties.

No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

AI-20928

10.A.

**Certification of Workers' Comp. Claims paid by Tristar Risk Management
CC CONSENT**

Date: 04/27/2010
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

Self-Insured 2202 Workers' Comp.:

Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of \$50,324.02 for the period of 04/01-15/2010 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: [Invoice](#)

Link: [By Organization](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/22/2010 02:05 PM	APRV
2	Perla Lopez	Perla Lopez	04/23/2010 09:10 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Flora Vazquez
Started On: 04/22/2010 01:32 PM
Final Approval Date: 04/23/2010

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

April 16, 2010

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 70570

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 50,324.02
4/1-4/15/10 (Check#502354-502509) are in accordance with our contract with Hidalgo County
Exhibit A, dated July 1st

TOTAL CURRENT CHARGES \$ 50,324.02

Previous Balance Due \$ 74,406.97

Total Balance Due \$124,730.99

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to
speak with Annette Rivas

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Custom Payment Total

Hidalgo County WC losses paid 4/1-4/15/10

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 75										3,648.60
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 332										46,675.42
Grand Total: 407										50,324.02

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE
PERIOD OF: April 01-15, 2010

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS
PAYING ACCOUNT in the amount of \$ 50,324.02.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employee
(Check 502354-502509 04/01/2010 to 04/15/2010 .)

1).	Hidalgo County	\$ <u>46,675.42</u>
2).	Hidalgo County Headstart Program	\$ <u>3,648.60</u>
3).	Community Service Agency	\$ <u>00.00</u>
4).	Hidalgo County Urban County Program	\$ <u>00.00</u>
5).	Drainage District #1	\$ <u>00.00</u>

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 50,324.02
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the
Commissioners' Court Agenda of April 27, 2010.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
\$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at
Citizens Business Bank (estimate) \$ 99,675.98

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the
attached check register and to the best of my knowledge ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Julora Vazquez
Employee Benefits Manager

04/22/10
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-20857**11.A.****NAME CHANGE****CC CONSENT**

Date: 04/27/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION**

Information Technology Dept.:

1. Authorization to change employee name for data card through the County's membership/participation with CONTRACT: HGAC CW05-02 (PO# 636280) with awarded vendor SPRINT for the following service:

Description:	Plan Description:	Department:	Employee:	Number:
Removing	Unlimited Data Plan	Info. Tech.	Charles Graham	956-225-8043
Replacing	Unlimited Data Plan	Info. Tech.	Office Use	956-225-8043

2. Approval of the attached Wireless Device Request Forms under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No fiscal impact.

AttachmentsLink: [Remove](#)Link: [Replace](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 02:01 PM	APRV
2	Erika Zamora	Erika Zamora	04/23/2010 11:41 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Griselda Salazar
Started On: 04/19/2010 04:51 PM
Final Approval Date: 04/23/2010



WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☒ Data card ☐ Blackberry ☐ Other: Name Change 950-225-8043

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Charles Graham Employee ID# 141402 Signature: [Signature]

DEPARTMENT: Info Tech. DEPT #: 200

Quantity: 1

Service: \$ _____ /mo (x) _____ months = 0.00 Account: _____ -532

Service: \$ _____ /mo (x) _____ months = 0.00 Account: _____ -619/664

Requisition Total: 4020.00 P.O. 636280 Requisition Number: 636280

(3) Elected Official/Department Head Authorization for Request:

[Signature] Renan Ramirez 4/1/10
Signature Print Name Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

- ☐ SPRINT UNLIMITED DATACARD PLAN -or-
☐ SPRINT BE1000 + DATAPLAN
☐ OTHER: _____

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).



WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☒ Data card ☐ Blackberry ☐ Other: Name Change 950-225-8043

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Office Use Employee ID# _____ Signature: _____

DEPARTMENT: Info. Tech. DEPT #: 200

Quantity: 1

Service: \$ _____/mo (x) _____ months = 0.00 Account: _____ -532

Service: \$ _____/mo (x) _____ months = 0.00 Account: _____ -619/664

Requisition Total: 41080.00 Requisition Number: 1036280

(3) Elected Official/Department Head Authorization for Request:

[Signature]
Signature

Renan Ramirez
Print Name

4/19/10
Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature

Print Name

Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☐ OTHER: _____

Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

AI-20886**11.B.****NAME CHANGE****CC CONSENT**

Date: 04/27/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION****Comm. Pct. #4:**

1. Authorization to remove data card number/employee name and replace with new number/employee name through the County's membership/participation with CONTRACT: HGAC CW05-02 (PO# 636740) with awarded vendor SPRINT for the following service:

Description:	Plan Description:	Department:	Employee:	Number:
Removing	Unlimited Data Plan	Comm. Pct. 4	Jorge Guerra	956-289-9208
Replacing	Unlimited Data Plan	Comm. Pct. 4	Office Use	New Number

2. Approval of the attached Wireless Device Request Forms under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-532
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact; name change only.

PO#636740 available balance as of 4-23-10 \$1,320.00

Attachments

Link: [Remove](#)

Link: [Replace](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/21/2010 09:23 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/23/2010 10:13 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Griselda Salazar

Started On: 04/21/2010 08:46
AM

Final Approval Date: 04/23/2010



WIRELESS DEVICE REQUEST FORM W.1.2

Remove

(1) Type of Request:

Wireless device: ☒ Data card ☐ Blackberry ☐ Other: Name change (956) 289-9208

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Jorge Guerra Employee ID# 84069 Signature: J.2

DEPARTMENT: Pt (DIP) 4 DEPT #: _____

Quantity: 1

Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -532

Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -619/664

Requisition Total: 1320.00 P.D. Requisition Number: 1036740

(3) Elected Official/Department Head Authorization for Request:

O.L. Garza, Jr O.L. Garza Jr 4/20/10
Signature Print Name Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

- ☒ SPRINT UNLIMITED DATACARD PLAN -or-
☐ SPRINT BE1000 + DATAPLAN
☐ OTHER: _____

Commissioner's Court Action: _____ Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Post-it® Fax Note	7671	Date	04/21/10	# of pages	2
To	Griselda	From	T. Mata		
Co./Dept.	It Dept	Co.	asper Ms. Gloria P.		
Phone #	6001	Phone #			
Fax #	956-318-2152	Fax #			

Revised: 01/21/2010



WIRELESS DEVICE REQUEST FORM W.1.2

Replace

(1) Type of Request:

Wireless device: ☒ Data card ☐ Blackberry ☐ Other: Name Change
DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Office Use Employee ID# _____ Signature: _____

DEPARTMENT: Pct 4 (DIP) DEPT #: _____

Quantity: 1

Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -532

Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -619/664

Requisition Total: 1320.00 Requisition Number: 1036740

(3) Elected Official/Department Head Authorization for Request:

Gloria A. Beltran Gloria A. Beltran 4/20/10
 Signature Print Name Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

 Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☐ OTHER: _____

Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

AI-20860**11.C.****DELETE SERVICE
CC CONSENT**

Date: 04/27/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION****Right of Way:**

1. Authorization to delete cellular service for 956-289-9662 through the County's membership/participation with CONTRACT: C09-231-09-22 with awarded vendor HEB WIRELESS for the following:

Quantity:	Description:	Department:	Employee:	Cell Phone Number:
1	UT Starcomm CDM7025	Right Of Way	Alberto Roy Gonzalez	956-289-9662

2. Approval of the attached Wireless Device Request Form under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Budgetary Impact. Deleting cell phone service.

Attachments

Link: [Request form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/20/2010 02:08 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/23/2010 10:21 AM	APRV
3	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Griselda Salazar
Started On: 04/20/2010 09:02 AM

Final Approval Date: 04/23/2010



WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☒ Delete Service

950-289-9662

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Roy Gonzales

Employee ID# 020109

Signature: Roy Gonzales

DEPARTMENT: Right of Way

DEPT #: 260

Quantity: 1

Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -532

Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -619/664

Requisition Total: _____ Requisition Number: _____

(3) Elected Official/Department Head Authorization for Request:

Jose N. Pena
Signature

Jose N. Pena
Print Name

4/19/10
Date

(4) Executive Office Authorization:

Signature

Print Name

Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ POCKET \$25 Month Plan / Unlimited Talk, Text & US Long Distance + \$2.50/Mo Taxes & Fees -or-

☐ SPRINT BE1000 Plan \$55/Month + Options + \$5.00/Mo Taxes & Fees

Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

AI-20921

12.A.

Acceptance of AEP proposal for Additional Lighting at Milo Ponce Park -Pct 4

CC CONSENT

Date: 04/27/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of \$10,565.34 for the installation of Overhead Electrical Facilities to Serve 12 lights at Precinct No. 4 -J. R. Milo Ponce Park with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1214-452-00-124-009-0-739
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 4-23-10 \$11,000.00.

Attachments

Link: [Sole Source](#)

Link: [Pct 4 Req and AEP Proposal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/23/2010 10:38 AM	APRV
2	Budget & Management	Erika Zamora	04/23/2010 11:13 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/23/2010 01:21 PM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Moises Salazar
Started On: 04/21/2010 05:15 PM
Final Approval Date: 04/23/2010



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar
Hidalgo County Purchasing Agent *mls*

DATE: April 22, 2010

RE: "Sole Source Declaration"-Additional Lighting at Milo Ponce Park

Hidalgo County requires a Turnkey solution to install overhead Electrical Facilities to Serve 12 Lights at J. R. Milo Ponce Park. Lighting equipment as well as maintenance and repair of equipment is a critical component in providing a safe and secure environment for use by Hidalgo County residents.

AEP is the sole provider of a turn key solution to supply lighting equipment, as well as repairs and maintenance,

Therefore Hidalgo County requires a contract with AEP to provide lighting equipment including repairs and maintenance for South Tower Park.



County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 15, 2010
TO: PURCHASING DEPARTMENT
C/O MOISES SALAZAR, "BUYER II"
FROM: HIDALGO COUNTY PCT. #4
REF: AEP BID FOR "JR "MILO" PONCE PARK"

HIDALGO COUNTY PRECINCT #4 PARK DIRECTOR JAIME GUERRA OBTAINED THE ATTACHED WR# 33812924 FROM AEP FOR THE LIGHTING AT THE JR "MILO" PONCE PARK IN THE AMOUNT OF \$10565.34.

FUNDING FOR THIS PROJECT WILL BE FROM THE FOLLOWING ACCOUNT 0-1214-452-00-124-009-0-739. LINE-ITEM TRANSFER HAS BEEN PREPARED UNDER AGENDA ITEM AI-20813 FOR APRIL 27, 2010.

PLEASE PLACE ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR. 
ACCOUNTS PAYABLE CLERK

CC: MOISES SALAZAR

Milo Ponce Billing and Job Sketch

Tue, March 16, 2010 5:27:36 PM

From: "yperez@aep.com" <yperez@aep.com>

Add to Contacts

To: Jaime Guerra <jaime_guerra@ymail.com>

Cc: blgerlach@aep.com

Milo Ponce Park billing and job sketch pdf (2135KB)

Mr. Guerra, have completed the new design and billing for the lighting at J.R. Milo Ponce Park in Edinburg. Attached is a copy of the design sketch for the lighting project at the proposed site. The attachment includes the billing as explained in the next paragraph.

Attached you will find a copy of the Contribution-in-Aid-of-Construction (CIAC) Agreement For Electric Distribution Service and PRO FORMA quote for the installation of electrical facilities for the Hidalgo County Precinct #4 J R Milo Ponce Park Project. Please make check or money order payable to AEP in the amount of \$10,565.34 dollars. Include Work Request # 33812924 on check or money order. Sign the CIAC agreement and return with payment to Rosie Underwood at 5700 N. Cage Blvd. Pharr, Texas 78577.

Ysidoro Perez Jr.
AEP TEXAS

Audinet Ph: 8.739.2302
Direct Ph: 956.283.2302
Cell Ph: 956.460.3972
Fax: 956.283.2382
E-mail: yperez@aep.com

Install
Point 4831998177929
40' 5
DS162 Install
10 - C
120 240 V
Lug 100000

Install
Phone 463224 14573893
35' 5
DS500
Light 241993

Freshkill
 Pake 49322234573767
 35' 5
 QS500
 Light 223767

Install
 Pole 4932204427364
 35' 5
 DS500
 Digital 20434

Instal
Fido 493218545/Jo
35" S
DS500
Light 18851

Existing
Pole 40321674573389
35' 5
DS500

Existing
Pole 49319404573492
35' 5
DS500

Existing
Pole 49318954573375
35' 5" 
DS500

Existing
Pole 49318724573279
40' 5
DS101

Existing
Pole 49G16424575087
40' S
DG101

Install
Part 49316814573001
35' 5
DS600 Light 881061

Existing
Pole 49313014572827
40' 5"
DS101

Install
Pole 49312474572806
35' 5
UG500

Existing
Pole 49317734572655
40' 5"
DS115

Install
Pole 493181545725-17
35' 5
DS600
Light 815647

Milo Ponca Park
Total Customer CIAC: \$10,565.34

Date Requested: 2/6/2018	Station No.: 56	Magnets: Jarvis g.
Date Required: 4/7/2018	County:	Cold:
	4 WGS N	Scales: 1" = 100'
		Print: 8
		Panz:

[illegible]

An LD-Pro® Worksketch

AEP Texas Central Company
Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

Hidalgo County Precinct #4
Servicer: 999 E FM 2812
Edinburg, TX

Contract #: DWMS00000112225

Work Request #: 33812924

Date: 3/16/2010

You, Hidalgo County Precinct #4 (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows: Install Overhead Electrical Facilities to Serve 12 Lights as Requested by Customer

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 10,565.34. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to Install Overhead Electrical Facilities to Serve 12 Lights as Requested by Customer, and the Customer agrees to provide Pay Company Stated Amount and Provide Access to Property and to be ready to take electric service on or before 03/16/2010.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 6/14/2010 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer
By _____
Signature: _____
Title: _____
Date: _____

Company
By _____
Signature: _____
Title: _____
Date: _____

PLEASE >> Please remit To:
 DETACH >> AEP-Texas Central Co.
 Rosie Underwood
 5700 N. Cage Blvd.
 STUB >> Pharr, TX 78577-7921
 Include WR# 33812924 Check
 AND >> Bill To:
 RETURN >> Hidalgo County Precinct #4
 WITH >>
 PAYMENT >>

Company No: 211
 Contract No: DWMS000000112225
 Customer No:
 Date: 3/16/2010
 Amount Due: 10,565.34

Amount Remitted: _____

Contract No: DWMS000000112225
 Date: 3/16/2010

PRO FORMA

Customer No:
 Purchase Order: 33812924

Description	Quantity	UOM	Unit Amt	Ner Amount
Install Overhead Electrical Facilities to Serve 12 Lights as Requested by Customer	1.0	EA	10,565.34	10,565.34

Amount Due: 10,565.34

AI-20918

12.B.

**R. Gutierrez Engineering Corp. payment request for South Tower Estates
Subdivision
CC CONSENT**

Date: 04/27/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Pct. #2

Acceptance and approval of request for payment on Invoice #2813 for the amount of \$2,317.27 on South Tower Estate Subdivision Project, submitted by R. Gutierrez Engineering Corporation, (#C-09-419-10-27) contracted project engineer, subject to Auditor's review and processing procedures completed and authority for County Treasurer to issue check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-006-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#638949 has available amount of \$6,000.00.

Attachments

Link: [R.Gutierrez Engineering Inv. #2813](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/22/2010 02:40 PM	APRV
2	Budget & Management	Erika Zamora	04/22/2010 03:43 PM	APRV
3	Roland Garcia	Rolando Garcia	04/23/2010 09:47 AM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 04/21/2010 04:56 PM
Final Approval Date: 04/23/2010

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2813
Tuesday, April 20, 2010

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG09.022d South Tower Estates Construction Staking

Project Manager: Ramiro Gutierrez
Professional Services for the Period: 03/01/2010 to 03/31/2010

Billing Group: 01 Phased Fixed Fee

Construction Staking

Contract #: C-09-419-10-27(WA#4)(PO#638949)

				Billing Fee:	\$2,317.27
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
March 2010	2,317.27	100.00	2,317.27	0.00	2,317.27
				Total Phases:	\$2,317.27
				Phase Billing Totals:	\$2,317.27

Billing Group Subtotal: 2,317.27

Project Totals:

*** **Total Project Invoice Amount:**

\$2,317.27


Ramiro Gutierrez
President

INVOICE RECEIVED BY:

Esmeralda Molinon 4.21.10
GOODS/SERVICES RECEIVED BY:
Hector Palacios 4.21.10

PO # 638949
0-1202-431-00-122-006-0-731
Req # 172977

**South Tower Estates
Construction Staking Hourly Charges**

March 2010

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	0.0	\$ 291.41	1.0000	\$ -	\$ -
Project Manager	3.5	\$ 208.15	1.0000	\$ 728.53	\$ 801.38
Senior Engineer	0.0	\$ 149.87	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 116.57	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 99.91	1.0000	\$ -	\$ -
Senior Engineering Tech	0.0	\$ 86.60	1.0000	\$ -	\$ -
CADD-Design Technician	3.5	\$ 69.28	1.0000	\$ 242.48	\$ 266.73
Clerical	0.0	\$ 63.28	1.0000	\$ -	\$ -
Survey Crew	8.0	\$ 141.95	1.0000	\$ 1,135.60	\$ 1,249.16
Total Due for the Month					\$ 2,317.27

R. Gutierrez Engineering Corporation

April 20, 2010

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: South Tower Estates Construction Staking – Invoice
ENG09.022d

Dear Commissioner Palacios:

I am submitting an invoice for the construction staking for the above referenced project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours worked for the month of March 2010.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

Transmittal Form

FROM:	Jaime Jaimez, Jr.
SUBJECT:	South Tower Estates Const. Staking
PROJECT NO.:	ENG09.022d
DATE:	April 21, 2010

[illegible]

<u> </u> FOR BIDS DUE	<u> </u> APPROVED AS NOTED	<u> </u> FOR YOUR RECORDS
<u> </u> FOR APPROVAL	<u> </u> APPROVED AS SUBMITTED	<u> </u> FOR YOUR ACKNOWLEDGEMENT
<u> </u> FOR YOUR USE	<u> </u> RETURN FOR CORRECTIONS	<u> </u> RESUBMIT FOR APPORVAL
<u> </u> AS REQUESTED	<u> X </u> FOR FURTHER PROCESSING	<u> </u> ON LOAN
<u> </u> FOR REVIEW AND COMMENT	<u> </u> FOR SIGNATURE	<u> </u> OTHER

COMMENTS: _____

RECEIVED
APR 21 2010

Received by:

AI-20916

12.C.

**Requesting approval of Sixty Days Grace Period with Antonio Esparza, MD
Rentals for WIC Program**

CC CONSENT

Date: 04/27/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the additional sixty (60) day grace period extension as provided under current contract for: Lease of Space WIC-Clinic in City of Pharr for the Hidalgo County WIC Program, under the same rates, terms, and conditions with Antonio Esparza, M.D. Rentals. C-07-010-047 effective 06/01/10-08/01/10 so as to have no lapse in services while procurement process is completed

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1292-441-00-350-001-0-441
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 4/23/10 \$45,071.95.

Attachments

Link: [Contract](#)
Link: [Extension Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/22/2010 02:32 PM	APRV
2	Budget & Management	Erika Zamora	04/22/2010 03:41 PM	APRV
3	Erika Zamora	Erika Zamora	04/23/2010 04:05 PM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Rocio Villarreal
Started On: 04/21/2010 04:47 PM
Final Approval Date: 04/23/2010

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE
C-07-010-04-17

THIS LEASE is made and entered into by and between, **Antonio Esparza M.D. dba Antonio Esparza, M.D Rentals** of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for two (2) years commencing on June 1, 2007 and ending on June 1, 2009 with the option to extend an additional one (1) year.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **\$2548.80** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 900 W. Sam Houston, Ste., Pharr, Texas 78577 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property.

Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the

Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which

Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor,

which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate

written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation

proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative,

and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Antonio Esparza, M.D. Rentals
900 W. Sam Houston, Ste. 1
Pharr, Texas 78577

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the

indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the ____ day of _____ 2007.

LESSOR:

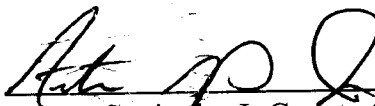
Antonio Esparza, MD, Rentals

By: _____

Printed Name: _____

Title: _____

ATTEST:


Arturo Guajardo, Jr. County Clerk

LESSEE:

HIDALGO COUNTY, TEXAS

By: _____

Juan D. Salinas, III, County Judge

**APPROVED BY
COMMISSIONERS' COURT
ON: 4/17/07**

Approved on Commissioners' Court April 17, 2007

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

**EXHIBIT “A”
SPECIFICATIONS**

EXHIBIT "A"

Legal Description

All of Lot 1, ISABEL P. SUBDIVISION, an Addition to the City of Pharr, Hidalgo County, Texas, according to the map recorded in Volume 28, Page 20A, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID FORM

THE COUNTY OF HIDALGO - WIC PROGRAM

"Lease Space WIC-Clinic in City of Pharr"

BID No.: 07-010-04-04-jmt

OPTION I. Initial two (2) years term:

Monthly charge for "Lease space WIC-Clinic in the City of Pharr" as requested, but not limited to, in the Specifications as listed Exhibit "A" of this document and under the terms and conditions described for the initial two (2) year term of the contract.

Price at \$.90 ¢ per square foot. Bldg. Qty. of 2832 sq. ft.

Please write/spell out your bid below in dollars and cents:

Total square feet

Ninety Cents per square Feet

* Water Services included, 4 Covered parking spaces for staff and
Free Use Of Message Board Center.

OPTION II. Initial two-years term with an additional one-year-renewal, at County's option:

Monthly charge for "Lease space WIC-Clinic in the City of Pharr" as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial two (2) years term with an additional one-year (1) renewal at the County's option to renew.

Price at \$.90 ¢ per square foot. Bldg. Qty. of 2832 sq. ft.

Please write/spell out your bid below in dollars and cents:

Total square feet

Ninety Cents per square feet

Proposed (address) Location: 926 W. Sam Houston Ste# 3 Pharr, TX.

ZC 78577

BIDDER/COMPANY NAME: Antonio Esparza, M.D. Rentals

ADDRESS: 900 W Sam Houston Suite #1

CITY: Pharr STATE: TX ZIP CODE: 78577

PHONE No: 956 - 783 - 1000 FAX No: 956 - 783 - 9679

AUTHORIZED SIGNATURE: 

PRINTED NAME: Antonio Esparza

TITLE: President / owner

EXHIBIT "C"
INSURANCE

Apr. 2. 2007- 4:32PM

No. 3173

P. 2

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID KL
ANTON-2DATE (MM/DD/YYYY)
04/03/07

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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

Antonio Esparza, M.D.
900 W. Sam Houston Ste 1
Pharr TX 78577-5232

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Safeco Insurance Co.

INSURER B: St. Paul Travelers Ins. Co.

INSURER C: Allstate Insurance Co.

INSURER D:

INSURER E:

40282

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 ADD'L LTR 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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	02BP49031801	07/31/06	07/31/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)
					\$ 1000000
					MED EXP (Any one person)
					\$ 10000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	048682809	10/03/06	10/03/07	PERSONAL & ADV INJURY
					\$ 1000000
					GENERAL AGGREGATE
					\$ 2000000
	GARAGE LIABILITY ☐ ANY AUTO				PRODUCTS - COMP/OP AGG
					\$ INCLUDED
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				COMBINED SINGLE LIMIT (Ea accident)
					\$ 1000000
					BODILY INJURY (Per person)
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	IKUB6507C62006	07/31/06	07/31/07	BODILY INJURY (Per accident)
					\$
					PROPERTY DAMAGE (Per accident)
					\$
					AUTO ONLY - EA ACCIDENT
					\$
					OTHER THAN AUTO ONLY: EA ACC
					\$
					AGG
					\$
					EACH OCCURRENCE
					\$
					AGGREGATE
					\$
					\$
					\$
					WC STATUS: ☒ TORY LIMITS ☐ OTH. ER
					\$
					E.L. EACH ACCIDENT
					\$ 500000
					E.L. DISEASE - EA EMPLOYEE
					\$ 500000
					E.L. DISEASE - POLICY LIMIT
					\$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo will be included as additional insured but only as respects to operations at insured location.

CERTIFICATE HOLDER

COUNTY1

County of Hidalgo
100 E. Cano
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

SHEPARD WALTON KING INS. GROUP

ACORD CORPORATION 1988



PURCHASING DEPARTMENT
County Of Hidalgo

April 21, 2010

Antonio Esparza, M.D. Rentals
900 W. Sam Houston, Ste. 1
Pharr, Texas 78577

CERTIFIED MAIL
7099 3220 0002 9744 8178
Via Facsimile (956) 783-9679

Re: C-07-010-04-17-Lease of Space for WIC Clinic in City of Pharr

Dear Dr. Esparza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) Day Grace Period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 27, 2010, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on , via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

AI-20905

12.D.

BCAP - Precinct No. 3 - Round III Invoice No. 3500 Izaguirre Engineering Group, LLC.

CC CONSENT

Date: 04/27/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of payment for Invoice No. 3500 in the amount of \$1,521.76 (3rd Call, Ramon Leal Subdivision) as submitted by project engineer Izaguirre Engineering Group, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-123-591-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available funds in P.O. #618496 as of 4/23/10 is \$1,521.76.

Attachments

Link: Invoice No. 3500 Ramon Leal - Izaguirre Engineering Group, LLC.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/21/2010 04:40 PM	APRV
2	Purchasing Department	Marty Salazar	04/22/2010 01:50 PM	APRV
3	Budget & Management	Erika Zamora	04/22/2010 02:00 PM	APRV
4	Perla Lopez	Perla Lopez	04/23/2010 10:44 AM	APRV
5	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Marcie Jackson

Started On: 04/21/2010 03:05 PM

Final Approval Date: 04/23/2010



7413 N. La Homa Rd.
Mission Tx, 78574

Tel: (956) 240-0749
Fax: (956) 584-0049

Invoice

AI-20905 4/27/10

Date	Invoice #
4/8/2010	3500

Bill to:

Hidalgo County
Att: Agapito Vargas Jr.
301 East State Street
Pharr, Tx 78577

SHIP TO:

301 East State Street
Pharr, Tx 78577

Description

Ramon Leal Completion:

\$1,521.76

REQ# 149132 P.O.# 618496
0-1312-431-00-123-591-0-334 → \$1,521.76
RAMON LEAL SUBDIVISION

Subtotal \$ 1,521.76

Sales Tax (0.0%)

Total: \$ 1,521.76

INVOICE RECEIVED BY:

ON 4/8/10

GOODS/SERVICES RECEIVED BY:

ON 4/8/10

Work Authorization No. 1
Schdule of Values

Invoice Total	\$1,521.76
---------------	-------------------



**Authority to Utilize
CC CONSENT**

Date: 04/27/2010
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information**CAPTION**

1. Requesting authority to enter into a Regional Insertion Order Agreement with National Cinemedia for the Hidalgo County Health Department for On Screen Advertisement from 05/07/2010 - 08/19/2010.
2. Requesting authority to enter into a (12) Month License Agreement with Texas Commission on Law Enforcement Data Distribution System with the "The Productivity Center" for Hidalgo County District Attorney for the total amount of \$295.00/year, through requisition # 173315. Effective upon Commissioners' Court approval.
3. Requesting authority to enter into a Regional Insertion Order Agreement with Screenvision Direct for the Hidalgo County Health Department for On Screen Advertisement from 05/07/2010 - 09/09/2010.
4. Requesting approval & authority to execute required commercial alarm monitoring agreement for 1 year with Superior Alarms for the Hidalgo County Sheriff's Office Annex Building thru our membership participation with Buyboard contract 325-09 thru requisition #171695 in the amount of \$180.00.
5. Requesting authority to enter into a new 12-months Renewal Fire Files Support Software and Service Level Agreement for the following Fire Investigators/Deputies, from the Fire Marshall Department/Emergency Services with Albanese Consulting, Inc. through requisition #171670; Fire Marshal, Juan Martinez from 05/15/2010 - 05/15/2011 at \$149.00 yr. and Wesley Bradley, Javier Garcia, Marco Romero, Tommy Ureste from 06/15/2010 - 06/15/2011 at \$149.00 yr.
6. Requesting authority to enter into a 36-month lease through Hidalgo County's membership with TPASS for two digital copier printers through Xerox Corporation an awarded vendor through TPASS contract 985-L2 in the amount of \$1,047.36 each/month lease payment including maintenance plan.
7. Requesting authority to enter into a 36-month lease through Hidalgo County's membership with TPASS for five digital copier printers through Xerox Corporation an awarded vendor through TPASS contract 985-L2 in the amount of \$1,653.92 each/month lease payment including maintenance plan.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-044-0-540
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$24,800.00 available funding in req# 173476 as of 04/23/10.rc

FISCAL YEAR: 2010 ACCT. #: 0-1223-412-00-080-007-0-336
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$295.00 available funding in req# 173315 as of 04/23/10.rc

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-044-0-540
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$7,650.00 available funding in req# 173938 as of 04/23/10.rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-413
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$180.00 available funding in req# 171695 as of 04/23/10.rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-10-300-001-0-336
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$745.00 available funding in req# 171670 as of 04/23/10.rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-442
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$1,047.36 available funding in req# 174305 as of 04/23/10.rc

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

BUDGETARY IMPACT:

The Public Information Announcements expenditure for the Hidalgo County Health & Human Services Department will be categorized under commodity code 915-73

Attachments

Link: [National Cinemedia](#)

Link: [The Productivity Company](#)

Link: [ScreenVision](#)

Link: [Superior Alarms](#)

Link: [Albanese](#)

Link: [XEROX](#)

Link: [XEROX](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/22/2010 04:15 PM	APRV
2	Budget & Management	Erika Zamora	04/22/2010 04:46 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/23/2010 03:06 PM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Tanya Delira

Started On: 04/21/2010 01:42 PM

Final Approval Date: 04/23/2010

Requisition

Req # 00173476

PO #

Date: 04/08/10

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		DO NOT DUPLICATE ORDER SCREEN ADVERTISEMENT DATES: 5/7/10 THRU 8/19/10 TOPIC: ANTHEM VACCINATION & FLU DROPLETS 58 SCREENS TO INCLUDE: MAIN PLACE \$1,800.00 MOVIES 10 \$3,000.00 MOVIES 17 \$7,650.00 MOVIES 8 \$2,400.00 TINSELTOWN MISSION \$7,650.00	24,375.00	24,375.00
1.00	EACH	MEDIA SERVICES	250.00	250.00
1.00	EACH	CREATIVE SERVICES	175.00	175.00
		Account No _____	Encumbrance	
		0-1293-441-00-340-044-0-540	24,800.00	
			Freight	.00
			Total	24,800.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

3/17/2010

58-Screens

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Advertiser Information

Hidalgo Health Department
1304 S. 25th St
Edinburg, TX 78542
Phone: (956) 383-6221
Fax:
Lilbeth Garcia
lilbeth.garcia@hchd.org

Billing Information

Hidalgo Health Department
1304 S. 25th St
Edinburg, TX 78542
Phone: (956) 383-6221
Fax:
Lilbeth Garcia
lilbeth.garcia@hchd.org

Account Director: Connie Franco

Phone: (956) 318-0810
Fax: (956) 380-0885
Connie.Franco@ncm.com
Order #: 155065.4
Proposal Type: New Contract
Original Proposal #: N/A

Start Date	End Date	Type of Advertising	Duration/Qty	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
5/7/2010	8/19/2010	On Screen Regional Segment 1 0:30	0:30	Best Available	177584	CNK114	Main Place	TX	6	15	\$20.00	\$1,800.00
5/7/2010	8/19/2010	On Screen Regional Segment 1 0:30	0:30	Best Available	177584	CNK212	Movies 10	TX	10	15	\$20.00	\$3,000.00
5/7/2010	8/19/2010	On Screen Regional Segment 1 0:30	0:30	Best Available	177584	CNK093	Movies 17	TX	17	15	\$30.00	\$7,650.00
5/7/2010	8/19/2010	On Screen Regional Segment 1 0:30	0:30	Best Available	177584	CNK108	Movies 8	TX	8	15	\$20.00	\$2,400.00
5/7/2010	8/19/2010	On Screen Regional Segment 1 0:30	0:30	Best Available	177584	CNK261	Tinseltown Mission	TX	17	15	\$30.00	\$7,650.00
5/7/2010	8/19/2010	LEN Regional 0:30*	0:30		177584	CNK114	Main Place	TX		15	\$25.00	\$375.00
5/7/2010	8/19/2010	LEN Regional 0:30*	0:30		177584	CNK212	Movies 10	TX		15	\$25.00	\$375.00
5/7/2010	8/19/2010	LEN Regional 0:30*	0:30		177584	CNK093	Movies 17	TX		15	\$25.00	\$375.00
5/7/2010	8/19/2010	LEN Regional 0:30*	0:30		177584	CNK108	Movies 8	TX		15	\$25.00	\$375.00
5/7/2010	8/19/2010	LEN Regional 0:30*	0:30		177584	CNK261	Tinseltown Mission	TX		15	\$25.00	\$375.00
									58			

427.59 ← per screen

58 24,800.00

Reg # 173476
quote # 1

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

3/17/2010

Payment Method: ☒ Check ☐ Pay in Full ☐ Credit Card ☐ Monthly ☐ Purchase Order ☐ NET 30		Comments & Special Instructions: Please note all regional programs are preempted to National program. Nonprofit discount rates applied.	
PO Number:		Total Media \$24,375.00 Media Services \$250.00 Creative Services \$175.00 Other Services \$0.00 Fulfillment \$0.00 Total Due \$24,800.00	
Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.			
* Lobby Entertainment Network BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM.			

Advertiser Name/Title:		Date:		National CineMedia, LLC:		Date:	
Job Number(s): 177584 Contract Number: 155065-4							
A	B	C	D	E	F		
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit		

Reg# 173476
 quot # 1
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Regional Insertion Order Agreement Terms and Conditions

- 1. NCM Services.** Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH UNEXCUSED FAILURE BY NCM WILL BE LIMITED TO NCM'S REPERFORMANCE SOLELY OF THOSE OBLIGATIONS WITH RESPECT TO WHICH THE FAILURE OCCURRED WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER AND WILL NOT AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT.
- 2. In-Theatre Advertising.** All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or movie rating. Any screen count or theatre locations for In-Theatre Advertising set forth on an Order are approximate and the actual screen count and theatre locations will be mutually agreed upon by the parties or selected by NCM in its reasonable discretion.
- 3. Internet and Online Advertising.** The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 2.0 (the "Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the Terms and Section III(c) of the Terms is deleted. The terms of this Agreement will control over any contradictory terms set forth in the Terms in the event of a conflict between this Agreement and the Terms.
- 4. Fees and Payment.** Advertiser will pay all fees as specified on each Order under the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.
- 5. Advertiser Obligations.** In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 to 20 business days (dependent upon Advertising vehicle selected) in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising.
- 6. Content.**
- 6.1 Advertiser Content.** All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content"), as well as the Advertising itself, is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <http://adspecs.ncm.com/www/html/specs.html>. NCM may reject any Advertiser Content or Advertising for any reason, provided that NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate for the exhibition of the Advertising and the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising solely in connection with the promotion of NCM's business.
- 6.2 NCM Content.** All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("NCM Content"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.
- 7. Promotional Materials.** All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("Promotional Materials") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures and deadlines established by NCM. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".
- 8. Representations and Warranties.** Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials will be free from defects, materials or workmanship. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and

Reg# 173476

quote # 1
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ncm
NATIONAL CINE MEDIA

Regional Insertion Order Agreement Terms and Conditions

exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon any termination for breach by NCM, NCM will (as NCM's sole liability and Advertiser's sole remedy) refund to Advertiser any fees paid for Advertising which has not then been exhibited. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Insurance. Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

13. Cancellation. This Agreement may not be modified or cancelled except upon mutual written agreement of both parties.

Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

Reg# 173476
Reg# 1
page 4866
ncm
MEDIA NETWORK

Creative Production Order Form

Page 1

Job #: 177584

Estimated Start Date: 5/7/2010

Advertiser Information Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Lilibeth Garcia lilibeth.garcia@hchd.org	Billing Information Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Lilibeth Garcia lilibeth.garcia@hchd.org	Account Director: Connie Franco Phone: (956) 318-0810 Fax: (956) 380-0885 Connie.Franco@ncm.com
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Creative Description:

:30 live action H1N1

Product:

On Screen Regional Segment 1 0:30, LEN Regional 0:30

Notes / Special Instructions:

live action with tagging.

Related Job Numbers:

Media Services:

Description	Fee
Media Fee: Ad Provided by Client	\$250.00
Sub Total:	\$250.00

Creative Services:

Description	Fee
Ad Tagging - Externally Produced Ads	\$175.00
Sub Total:	\$175.00

Grand Total: \$425.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:

National CineMedia
Attention: Sales Operations
9110 East Nichols Avenue Suite 200
Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

Ref# 173476
quote# 1
page 5 of 6
ncm
MEDIA NETWORK

Creative Production Order Form

Page 2

Job #: 177584

Estimated Start Date: 5/7/2010

Theatres	CNK114 Main Place	MCALLEN, TX
For This	CNK212 Movies 10	WESLACO, TX
Job:	CNK093 Movies 17	MCALLEN, TX
	CNK108 Movies 8	PHARR, TX
	CNK261 Tinseltown Mission	MISSION, TX
	CNK114 Main Place	MCALLEN, TX
	CNK212 Movies 10	WESLACO, TX
	CNK093 Movies 17	MCALLEN, TX
	CNK108 Movies 8	PHARR, TX
	CNK261 Tinseltown Mission	MISSION, TX

Reg# 173476
quote# 1
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ncm
MEDIA NETWORK

Screenvision Direct **15 Week Schedule plus 1 week at no charge = 16 Weeks**

Location		Zip Code	Theater	# of Screens	Type of Ad	15 + 1 Free Week Contract Per Week	Contract Total	Average Movies Per Week	Average # of Ads Per Week	Average Cost Per Ad/Per Week
Edinburg		78539	Carmike Starplex	17	:30 Spot	\$400.00	\$7,200.00	595	595	\$0.67
				17	Total	\$400.00	\$7,200.00	595	595	\$0.67
					Formatting-Supplied Ad		\$450.00			
							\$7,650.00			

Production Charge: \$450 Supplied Ad per creative
 PO Required to reserve space
 20 minute preshow you ad will run in the last 15 minutes
 One :30 spot showing per movie, every screen
 Invoiced Monthly

Location		Zip Code	Theater	# of Screens	Type of Ad	15 + 1 Free Week Contract Per Week	Contract Total	Average Movies Per Week	Average # of Ads Per Week	Average Cost Per Ad/Per Week
Edinburg		78539	Carmike Starplex	17	:60 Spot	\$560.00	\$9,400.00	595	595	\$0.94
				17	Total	\$560.00	\$9,400.00	595	595	\$0.94
					Formatting-Supplied Ad		\$450.00			
							\$8,850.00			

Production Charge: \$450 Supplied Ad per creative
 PO Required to reserve space
 20 minute preshow you ad will run in the last 15 minutes
 One :60 spot showing per movie, every screen
 Invoiced Monthly

Production Schedule
 Start Date: 7-May
 Supplied AD due 4/13/2010 Spot due in New York
 End Date: 9/8/2010

$$17 \times 450.00 = 7,650.00$$
 Screens

Reg# 173476
 acct# 2
 page 181

Requisition

Req # 00173315

PO #

Date: 04/06/10

Bill To: x
x

Vendor : 258598
THE PRODUCTIVITY CENTER, INC.
10850 RICHMOND AVE., SUITE 285
HOUSTON TX 77092
FAX (713)939-9099

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER APRIL 2010 - APRIL 2011 - SOFTWARE LICENSE TO ACCESS TO THE TCLEDDS SYSTEM - 3 USERS Account No _____ 0-1223-412-00-080-007-0-336 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	295.00 <u>Encumbrance</u> 295.00 Freight Total	295.00 .00 295.00

Authorized By: _____



TCLEDDDS FOR YOUR AGENCY

Thank you for your interest in the TCLEDDDS program available to every law enforcement agency in Texas. We have found many agencies are not aware of the many ways TCLEDDDS can improve their daily operations. We are providing, for your review, a complete outline of the numerous features and benefits of this economical TCLEDDDS program.

Currently there are over 800 of your fellow agencies directly benefiting by the 'electronic transfer

TCLEDDDS:

'Saving your Agency Time, Money, and Frustration'

of information' to and from TCLEOSE in Austin.

We are well aware of the economic and budget related pressures facing Texas agencies. The TCLEDDDS program will save time & money by increasing your office efficiencies and accuracy.

Since 1999, we have prided ourselves in providing great customer service and support to the growing family of TCLEDDDS users. Please review the following information and see for yourself how your agency can benefit. There are several different ways to afford TCLEDDDS and to get started with the program please give us a call.

TCLEDDDS BENEFITS

- Agencies no longer have to send original hard copies of the L1, F5, F6, F7 forms in the mail to TCLEOSE. Agencies are just required to keep the hard copy on file with the required signatures
- Get a response back from TCLEOSE usually within 24 to 48 hours after submitting forms electronically. Mail processing can take 2 to 4 weeks
- Expedites the time it takes for records to be reviewed and approved by TCLEOSE
- Department records and officer records are more accurate and up to date. The agency now sees what TCLEOSE sees and what TCLEOSE has on file
- Save agency time with reduced mailing efforts, faxing and phone inquiries
- Cut down on costly errors from paperwork mistakes through the TCLEDDDS safety features that reduce incorrect or duplicate filings
- Identify mistakes and errors to officer records

(Continued on page 2)

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SPECIAL ACADEMY INFORMATION

FUNCTIONALITY

- Post Course Schedules AND Offerings online like a bulletin board
- Create and submit training rosters on-line
- View current and past rosters
- Import rosters from other systems*
- Check course registration of officers on-line. Any user of TCLEDDS can submit a request for an officer in their department to be registered for a posted course
- View academy exam results which include pass/fail and number of attempts. An academy can see the success rate for the exam.
- Search past rosters and see where officers are currently serving.

BENEFITS

- Reduce amount of paper volume used in the agency
- Cut back significantly on tedious faxing
- Save on mailing expenditures and overnight delivery costs
- Replace time intensive and manual processes with speedy electronic transmitting
- Eliminate many telephone inquiries and reduce time on-hold with the Commission
- The system is available 24 hours a day and 7 days a week

* Productivity Center, Inc. will assist for a fee.

TCLEDDSTM BENEFITS

(Continued from page 1)

faster and get them corrected faster

- Submit and view all L1, F5, F6, and F7 forms around the clock, seven days a week. Real-time information is continuously accessible and convenient
- Printer friendly options for all officer records and forms
- Example of L1 process: a new officer candidate fills out an employment application. The

agency administrator enters the application information into the L1 TCLEDDS form and submits to TCLEOSE. The approval of the L1 form can then be viewed, printed and then signed and placed in the agency file.

There is no need to manually fill in the L1 form since it has been created for you by the system.



FREQUENTLY ASKED QUESTIONS

What is TCLEDDS?

TCLEDDS is a custom web-based software application designed for use by the Texas law enforcement community. Agencies, academies and individual officers are linked via the Internet into the database of the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) in Austin, TX. At the agency level, the TCLEDDS system provides the means to electronically send and review all the TCLEOSE forms that are otherwise handled through the mail. For example, the agency user can review an approval and then print out the form for the file.

How do agencies access TCLEDDS?

An annual TCLEDDS license provides issue of a user name and password unique for each agency or academy, and this allows each agency or academy to access TCLEDDS.

Who started TCLEDDS?

This system was initiated by the Texas Commission on Law Enforcement for exclusive use by all Texas Agencies and Academies for electronic transfer of data. With this system, TCLEOSE in Austin can collect, track, and distribute the most up to date officer information for the agencies.

When did TCLEDDS start?

The system first became available to Texas law enforcement agencies in the Summer of 1999.

What does TCLEDDS do?

TCLEDDS collects and tracks law enforcement credentialing information (around 35,000 records

per month) required by the State of Texas legislature, including an officer's service/employment history, personal history, training/education history, and awards history such as licenses and certifications.

How many Texas Agencies use TCLEDDS?

Currently there are over 800 Texas law enforcement agencies and academies using TCLEDDS to save time and money, and to increase their agency efficiency and records accuracy.

Who is authorized to use the TCLEDDS system?

Any Texas law enforcement agency or academy, of any size or location, can sign up for this very economical program. This system is designed to work for the smaller, rural, and geographically remote agency as well as for the large metropolitan agencies and academies. Each agency can sign up annually

to be licensed and authorized to enter and upload data with TCLEOSE in Austin.

Is the TCLEDDS system secure?

Yes. All connections and access to data are secured by a User ID and Password

Can an individual officer review their own records?

Yes. Individual officers can access their own records under two scenarios. Licensed officer's can purchase their own inexpensive annual TCLEDDS access license. This access lets them

(Continued on page 4)



FREQUENTLY ASKED QUESTIONS

(Continued from page 3)

see their own records and certifications. Agencies subscribing to TCLEDDS are provided a quantity of user licenses based on their size as outlined by TCLEOSE. Often there are many available licenses individual officers can use to see their records.

Will our Agency need special or additional hardware to use TCLEDDS?

No special computer hardware or software needs to be purchased by agencies to use the TCLEDDS system. An Internet-capable Pentium computer with modem and communications software will handle transactions for most agencies.

Where are the officer data records stored?

All officer information is stored at the Austin headquarters of the Texas Commission on Law Enforcement.

Who provides and maintains the TCLEDDS system?

Productivity Center, Inc., of Houston, Texas was selected by the Texas Commission on Law Enforcement and maintains a long-term partnership to design, develop, maintain, and serve as the provider of the TCLEDDS system.

How is the annual fee for access to TCLEDDS determined?

TCLEDDS is priced according to the category assigned to each agency by TCLEOSE.

The category is based on size of the officer population of the department. It includes not only sworn peace officers, but jailers, telecommunications and reserves. The department is given a set number of user Licenses based on the category size. An agency does not have to keep active all

user licenses assigned and may add or disable a user at any time. This will not affect the TCLEDDS price. The annual license is renewed automatically.

Is TCLEDDS recommended by the Texas Law Enforcement Commission?

It should be noted that this program is highly recommended by the Commission and was developed due to the urging of agency administrators. TCLEDDS is offered as an alternative and it is not mandatory for agencies to participate. The program is provided as an efficient, accurate, reliable, and cost effective option to current hard copy paper processes.

Free Internet Access Program

The Criminal Justice Institute (CJI) and the Bureau of Justice Assistance (BJA) are pleased to provide Internet access at no cost to rural law enforcement agencies

QUALIFICATIONS:

Internet access is primarily available to rural law enforcement agencies and must be used for agency business purposes only. A rural law enforcement agency is defined as:

- Police Department: Any city serving a population of 25,000 or less.
- Sheriff's Office: Any county serving a population of 50,000 or less.
- Tribal Police Departments: No population restrictions apply.

REQUEST PROCEDURES:

Requests for Internet access should be made by mail, e-mail, or fax to Mr. Jimmy Nobles and should include agency name, address and contact information.

**Address: Criminal Justice Institute
7723 Asher Avenue**

Little Rock, AR 72204 - 7503

Phone: 1-888-411-1713 Fax: (501) 570-0100

E-mail: jwnobles@cji.net

[Http://www.pathfinder.edu/BJA Internet index.htm](http://www.pathfinder.edu/BJA%20Internet%20index.htm)



LEOSE Funds Information

LEOSE Funding as additional source for management of training records expense

One such option is accessing LEOSE funding from the State of Texas and using it to help with your education and training related expenditures. Your agency can apply each year for money to use towards education and training. You need to contact the Comptroller's office for the form(s) if you do not have them at your office. Below is some of the wording from the State Statute.

§ 1701.157. Money Allocated and Used for Continuing Education

(a) Not later than March 1 of each calendar year, the comptroller shall allocate money deposited during the preceding calendar year in the general revenue fund to the credit of the law enforcement officer standards and education fund account for expenses related to the continuing education of persons licensed under this chapter as follows:

(1) 20 percent of the money is allocated to all local law enforcement agencies in this state in equal shares; and

(2) 80 percent of the money is allocated to all local law enforcement agencies in this state in a share representing a fixed amount for each position in the agency, as of January 1 of the preceding calendar year, that is reserved to a person who:

(A) is licensed under this chapter;

(B) works as a peace officer on the average of at least 32 hours a week; and

(C) is compensated by a political subdivision of this state at least at the minimum wage and is entitled to all employee benefits offered to a peace officer by the political subdivision.

(b) Not later than November 1 of each calendar year, each local law enforcement agency shall report to the comptroller the number of agency positions described by Subsection (a)(2) as of January 1 of that year.

Excerpt from the November 1999 Close Up Magazine:

"The Commission has received several inquiries about whether funds received for continuing education can be used to pay subscription services for TCLEDDS. The short answer is yes....These funds may be used to supplement, not to replace, appropriations for training. LEOSE funds may be spent for anything related to continuing education (in-service training) subject to approval, in advance, through the chain of command. This would include the following: (seven items are listed and we list three of them)

- Support Administration and Management of Training i.e. records, files and computer program maintenance. (emphasis added, as one of TCLEDDS primary purposes is the management of training records).
- Training equipment, such as computers, projectors and other such items that will be used exclusively for training purposes.
- Improvements to already existing systems/facilities which would upgrade or enhance the delivery of training.

*TCLEDDS is accessed over the Web from the agency while TCLEDDS Assistant™ is housed and accessed locally at the agency.

For LEOSE Funds Applications or Questions

Texas State Comptrollers Office
Revenue Accounting Dept.

Ask for the Tax Allocation Section

Phone: 800-531-5441 x34530



Pricing and Order Information

COMMISSION SCHEDULE OF ANNUAL LICENSE FEES FOR YEAR 2004

Category	Number of Officers	Number of License Issued	2004 Price
B	1-5	1	\$138.00
C	6-25	3	\$280.00
D	26-99	7	\$600.00
E-1	100-499	25	\$2,228.00
E-2	100-499	15	\$1,555.00
F	500+	100	\$5,460.00
G	N/A	10	\$1,650.00
H	N/A	10	\$1,375.00
I-2Y			\$18.00
I-1Y			\$14.00
Extra Dept.			\$33.00
Extra State-			\$55.00
Agree			\$110.00

B = Agency

C = Agency

D = Agency

E-1 = With Academy

E-2 = Without Academy

F = With Academy

G = Proprietary Schools

H = Regional Academies

I-2Y = Individual Officer (Read Only) - Two Years

I-1Y = Individual Officer (Read Only) - One Year

Extra = Additional Statewide Access License

Agree = Agreement Trainer license

Fill out and fax back to: 713-939-9099

Sign Up Form

Roy Cazares

Contact Name

District Attorney's Office

Department Name

100 N Closner Blvd, 3rd Fl

Address

Address 2

Edinburg, TX 78539

City

State

Zip

956-318-2300

956-318-2078

Phone

Fax

Additional information

☐ Please call, I have questions☐ Interested in a Web EX Demo

Method of Payment

☒ Bill Me☐ Credit Card☐ Check in Mail☐ P.O. # _____

Credit Card #

Exp. date

Signature

PRODUCTIVITY CENTER, INC. * 5600 NW CENTRAL DR. #200 * HOUSTON, TX 77092 * 713-939-9777 * 800-975-0599

Email: LESD@PRODCTR.COM WWW.PRODCTR.COM Fax: 713-939-9099



Form A
**APPLICATION / LICENSE
AGREEMENT**
Agency/Department



A License Agreement is required for all Agencies/Academies using the TCLEDDS system. The term is for one year. These are the two access levels available with your license agreement:

1. **Statewide Access** - One user ID per agency
(This allows access to all officer information within your department and the ability to search for all officer's information in the State of Texas.), as well as submit all forms
2. **Department Access** - See form C for number of users
(This Access shows all of the officer information for that department.
You may also submit L1's, F5's, F6's, F7's and rosters, when applicable.)

CONTACT PERSON: Roy Cazares
AGENCY NAME: HIDALGO CO. DISTRICT ATTORNEY
PHONE NUMBER: 956-318-2300
FAX NUMBER: 956-318-2078
ADDRESS, CITY, STATE, ZIP: 100 N Closner Blvd, 3rd Fl, Edinburg, Tx 78539
EMAIL ADDRESS: roy.cazares@da.co.hidalgo.tx.us

IF DIFFERENT FROM ABOVE:

**NAME OF PERSON RESPONSIBLE FOR
DISTRIBUTING TCLEDDS LICENSES:**

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

INTERNET ADDRESS:

LAST 4 DIGITS OF SOCIAL SECURITY:

ACKNOWLEDGMENT

I understand and agree that TCLEDDS is a protected, copyrighted, trademarked software product developed by Productivity Center, Inc. (PC, Inc.). The TCLEDDS system is to be used by only individuals in agencies approved by The Commission on Law Enforcement to track the training, testing, certifications, and history of individuals and/or departments involved with Law Enforcement. I also understand and agree that this TCLEDDS License and the 'right to use' is provided to me only through this License Agreement as a result of a annual license purchase. I will not use this system for purposes other than intended by the Texas Commission on Law Enforcement. I agree that all the information provided herein is true and accurate.

**SIGNATURE OF PERSON RESPONSIBLE
FOR DISTRIBUTING TCLEDDS LICENSES:**

Date:

All information obtained from this page will be used to effectively identify your agency and verify your request to obtain access to the TCLEDDS program. All applications are subject to review and approval by The Texas Commission on Law Enforcement. You will be notified once PC, Inc receives all paperwork, filled out correctly.

Productivity Center, Inc. • 10850 Richmond Ave., Suite 285 • Houston, TX 77042
(Voice) 800-975-0599 • (Fax) 713-939-9099 • (Email) TCLEDDS@prodctr.com • www.prodctr.com



INSTRUCTION SHEET

Agency/Department



Please read and complete steps 1-6 carefully:

1. Confirm information on **Application / License Agreement (Form A)**, to be signed by your TCLEDDS Administrator.
2. Read and sign **Non-Disclosure (Form B)**, to be signed by your TCLEDDS Administrator.
3. Each user needs to read **Non-Disclosure (Form B)**, and sign **User Verification (Form C)**. Your TCLEDDS Administrator will verify all persons listed on Form C.
4. Complete **Invoice/Purchase Order Form (Form D)**, to be signed by Accounting. (Includes Texas Vender Catalog information.)
5. Fax or mail all information to Productivity Center, Inc.

Please note Contact Numbers and email addresses:

Productivity Center, Inc.

Telephone #: (713)939-9777

(800)975-0599

Fax #: (713)939-9099

Email address: tcledds@prodctr.com

Texas Commission on Law Enforcement

Telephone #: (512)936-7700

Fax #: (512)936-7766

ADDITIONAL INFORMATION :

Minimum Hardware/Software Requirements for TCLEDDS Web User

CPU: Pentium class or better

RAM: 32 MB or better

Comm: Internet access required

Storage: N/A

Monitor: 14" VGA Color Monitor

Operating System: Windows 95/98/NT/2000/2000 Prof./ME

*Faster Modem may Increase response time of the TCLEDDS system.

Productivity Center, Inc. • 10850 Richmond Ave., Suite 285 • Houston, TX 77042
(Voice) 800-975-0599 • (Fax) 713-939-9099 • (Email) TCLEDDS@prodctr.com • www.prodctr.com



Form B
**Confidentiality &
Non-Disclosure Agreement**

(ALL TCLEDDS ADMINISTRATORS MUST FILL OUT THIS AGREEMENT)

Name: Roy Cazares Last 4 of SS NO: 6150
Dept.: District Attorney's Office Position: Personnel Director
Agency/Academy/School Name: Hidalgo County

For and in Consideration of the mutual benefits to be derived from operation of the TCLEDDS System, I hereby agree to the following:

- Proprietary Interest/Copyright Protection.** I understand that the TCLEDDS System has been devised by Productivity Center, Inc. ("PC"). The ownership and proprietary interest in same is governed by the agreement between those entities regarding its development. I acknowledge that neither me nor my employer have a proprietary interest in TCLEDDS and that it has been developed as a proprietary program, application, or trade secret, and that the trademark, patent, and/or copyright of same belongs to the owner thereof. I agree to hold and use TCLEDDS and the information obtained thereby in strictest confidence and will not divulge, nor permit myself or others under my supervision to divulge any data, design, or information with respect to TCLEDDS or the programs and technology embodied therein or other information relating thereto to any individuals or consultants not approved by The Commission to access this system. Any trademarked, patented, or copyrighted materials including but not limited to, commercial computer software that may be made available during the course of using TCLEDDS is protected by copyright laws and is NOT to be copied or reproduced in any manner of form without prior written permission from the trademark, patent, or copyright owner.
- Non-Disclosure.** Any information I receive concerning any TCLEDDS data, person, system, or asset of The Commission or the TCLEDDS System is of value to the State of Texas, and is considered confidential or sensitive. I will not disclose any data or information to any other individual or entity unless such release of information is directly related to the performance of my law enforcement duties/responsibilities. I agree that both during and after my use of the TCLEDDS System, I will keep confidential all information and material provided to me by The Commission (excepting only such information as is already known to the public) and not to release, use, or disclose any such information without the prior written permission of The Commission. I will not show or give Database Code, Design and/or Data to any person/consultant or company not on the approved TCLEDDS user list for the State of Texas.
- Non-Compete.** I agree not to copy, use, remove, transfer and/or disclose to any software consultant and/or software company any part of the TCLEDDS application.
- Security.** With respect to the TCLEDDS System and all related information and materials, I agree not to provide or otherwise make available any licensed program or optional material, including but not limited to database data and/or images, flow charts, logic diagrams and source code, in any form, to any unauthorized person without prior written permission of Productivity Center, Inc. I will abide by all written conditions and restrictions imposed by the TCLEDDS Network Manager, and I will NOT attempt to circumvent the computer security system by using or attempting to use any transaction, software, files or resources I am not authorized to use.
- Passwords.** Computer system password(s) I receive or devise are confidential. I will not disclose to any unauthorized person or entity any password(s) or post them where they may be viewed by unauthorized persons. Use of a password(s) not issued specifically to me is expressly prohibited. I am responsible for any computer transactions performed as a result of access that is authorized by use of my password and approved user ID.
- Other Applications.** I agree that all of the foregoing TCLEDDS applications shall be subject of the confidentiality, non-use, and non-disclosure requirements hereof. I acknowledge that performance of this contract may result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, and ideas, and I agree that the same shall be solely and exclusively to Productivity Center, Inc. without regard to the origin thereof, and that I will not, other than in the performance of this contract, make use of or disclose the same to anyone.

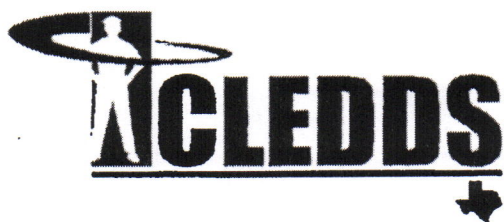
7. **Return of Property.** Upon termination of my access to the TCLEDDS System for any reason, Productivity Center, Inc. shall have the right immediately to obtain access to and possession of all its properties, including but not limited to, current copies of all programs and necessary documentation, all files, intermediate materials, and supplies held by me.
8. **Breach.** I understand that any breach of the computer non-disclosure and security restrictions contained herein may result in immediate termination of access to the TCLEDDS System. Further, because any such breach will cause irreparable harm to The Commission and will cause damages that are incapable of calculation, difficult to ascertain with any certainty, and unknown at this time, I agree that any such breach or threatened breach will subject me to the following (in addition to any and all other legal remedies to which The Commission may be entitled):
- a) **Injunction.** The obtaining by The Commission of an injunction restraining me from breaching this agreement, which I agree may be obtained without showing or proving any actual damage sustained by The Commission; and/or
 - b) **Criminal.** Prosecution for violation of law under "Breach of Computer Security" or "Harmful Access" as defined in V.T.C.A. **Texas Penal Code**, Chapter 33, Sections 33.02 and 33.03.
1. **Monitoring.** I understand that all access, logons, and entries on the TCLEDDS System are subject to review by the Texas Commission on Law Enforcement and Productivity Center, Inc. and that Productivity Center, Inc. will periodically and randomly monitor any such entries, including E-mail, to assure compliance with the provisions hereof. I understand that if my site uses a server to distribute TCLEDDS to its users, my site will be expected to provide and/or make available complete reports of log-in and log-on names of all TCLEDDS users at my site or for my units.
2. **Miscellaneous.**
- a) **Severability.** Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
 - b) **Law of Texas.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the County of Travis.
 - c) **Amendment.** No changes to this AGREEMENT shall be made except upon written agreement of both parties.
 - d) **Headings.** The heading used therein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation hereof.
 - e) **Waiver.** No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of an other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
 - f) **Counterparts.** This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

I have read and understood the above information. I will comply with all policies, standards, and procedures adopted to safeguard information and associated resources. Further, if I become aware of violations of any of these policies, standards, or procedures, I will report them to my supervisor and the Texas Commission on Law Enforcement Network Manager.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date first above written.

Signature of TCLEDDS Administrator: _____

Date: _____



Form C USER VERIFICATION

Agency Name: **HIDALGO CO. DISTRICT ATTORNEY**

Authorized Administrator,

You will receive 1 (one) Statewide user ID and 2 Department user ID. Additional user ID packs are available (for fees noted on Invoice/Purchase page). Each user must have a signature on file in order to receive a user ID to access the TCLEDDS system

Statewide User ID

The Statewide user ID allows access to all officer information within your department and the ability to search for all officers and their location in the state of Texas. By signing, he/she is stating that he/she has read and agree to the terms and conditions stated in the Non-Disclosure Agreement (Form B).

Statewide Authorization Name	Signature	Last 4 of SSN	D.O.B.
1.			

Department User ID

This Access shows all of the officer information for that department, the ability to send L1's, F5's, F6's, F7's and rosters, when applicable. By signing, each officer is stating that they have read and agree to the terms and conditions stated in the Non-Disclosure Agreement (Form B).

Name (Print)	Signature	Last 4 of SSN	D.O.B.
1. Roy Cazares			
2. Roxana Segovia			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
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21.			
22.			



INVOICE/PURCHASE ORDER INFORMATION

AGENCY/DEPARTMENT

Agency Name: **HIDALGO CO. DISTRICT ATTORNEY**

BEFORE ACCESS TO THE TCLEDDDS SYSTEM IS ACTIVATED,

ALL INFORMATION SHOULD BE COMPLETED AND RETURNED TO PRODUCTIVITY CENTER, INC.

***The annual license becomes affective once an Agency has received User IDs and Passwords.**

VENDOR NAME: Productivity Center, Inc.

VENDOR ADDRESS: 10850 Richmond Ave., Suite 285, Houston, Texas 77042

QISV CATALOG ID: VID #: 1-76-039-5455-700

VENDOR ID: 1760395455700

VENDOR NUMBER: 64016

DESIGNATION CODE: WO

TEXAS VENDOR CATALOG PAGE NUMBER FOR TCLEDDDS SOFTWARE LICENSE: Page 19

Billing Information:

Contact Name Roy Cazares
 Address, City, Zip 100 N Closner Blvd, 3rd Fl, Edinburg, TX 78539
 Telephone # 956-318-2300 E-Mail Address roy.cazares@da.co.hidalgo.tx.us
 Fax # 956-318-2078

Commodity Class # 920-47 Category C # of User ID's 3 Price* \$295.00

Additional User ID Packs:

Commodity Class # 920-47 # of Addl. User ID's _____ (see pricing below) Price _____

Additional License Fees

\$120 each (must have a TCLEOSE
 Agreement Trainer agreement)
 Extra Dept. License \$35 each
 Extra Statewide License \$60 each

The additional licenses become part of the yearly renewal price.

TOTAL BILLING AMOUNT: _____

*Fee is dependent upon category size established by TCLEOSE for your entity (agency, academy, etc.)

FORM OF PAYMENT:

_____ Check/Money Order

_____ Credit Card Please circle: Master Card / Visa / Amex Card Number _____ Exp. Date: _____

Name as it appears on Credit Card: _____

C.C. Billing Address _____ City _____ State _____ Zip _____

Signature of Cardholder: _____

☒ Purchase Order

P.O. Number: _____ (Attach Copy)

☒ Tax Exempt (Check if appropriate)

Tax Exempt Number: 74-6000717

Productivity Center, Inc. • 10850 Richmond Ave., Suite 285 • Houston, TX 77042
(Voice) 800-975-0599 • (Fax) 713-939-9099 • (Email) TCLEDDDS@prodctr.com • www.prodctr.com

Requisition

Req # 00173938

PO #

Date: 04/15/10

Bill To: x
xVendor : 374865
SCREENVISION DIRECT
360 LINDEN OAKS
ROCHESTER NY 14625
FAX (585)899-2970Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
18.00	EACH	DO NOT DUPLICATE ORDER THEATER ADVERTISEMENT TOPIC: ANTHEM FLU VACCINATION AND FLU DROPLETS DATES: MAY 7 THRU SEPTEMBER 9, 2010 17 SCREEN	400.00	7,200.00
1.00	EACH	CARMIKE THEATER-EDINBURG TX FORMATTING SUPPLIED AD	450.00	450.00
		<u>Account No</u>	<u>Encumbrance</u>	
		0-1293-441-00-340-044-0-540	7,650.00	
			Freight	.00
			Total	7,650.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Screenvision Direct 18 Week Schedule

17 Screens

Location	Zip Code	Theater	# of Screens	Type of Ad	18 Weeks Contract Per Week	Contract Total	Average Movies Per Week	Average # of Ads Per Week	Average Cost Per Ad/Per Week
Edinburg	78539	Carmike Starplex	17	:30 Spot	\$400.00	\$7,200.00	595	595	\$0.67
			17	Total	\$400.00	\$7,200.00	595	595	\$0.67
				Formatting-Supplied Ad		\$450.00			
						\$7,650.00			

Production Charge: \$450 Supplied Ad per creative
PO Required to reserve space
20 minute preshow you ad will run in the last 15 minutes
One :30 spot showing per movie, every screen
Invoiced Monthly

Location	Zip Code	Theater	# of Screens	Type of Ad	18 Weeks Contract Per Week	Contract Total	Average Movies Per Week	Average # of Ads Per Week	Average Cost Per Ad/Per Week
Edinburg	78539	Carmike Starplex	17	:60 Spot	\$596.00	\$10,080.00	595	595	\$0.94
			17	Total	\$596.00	\$10,080.00	595	595	\$0.94
				Formatting-Supplied Ad		\$759.00			
						\$10,530.00			

Production Charge: \$450 Supplied Ad per creative
PO Required to reserve space
20 minute preshow you ad will run in the last 15 minutes
One :60 spot showing per movie, every screen
Invoiced Monthly

Production Schedule
Start Date: 7-May
Supplied AD due 4/13/2010 Spot due in New York
End Date: 9/9/2010

Quote # 1
Req# 173938

Requisition
SHERIFF'S LAW ENFORCEMENT FACILITY

Req # 00171695

PO #

Date: 03/04/10

Bill To: x
 x

Vendor : 133655
SUPERIOR ALARMS
P. O. DRAWER 3097
MCALLEN TX 78502
FAX (956) 971-6395

Ship To: SHERIFF'S LAW ENFORCEMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: **V. RODRIGUEZ**
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	SERVICE FEE FOR ALARM TO ANNEX BUILDING DO NOT DUPLICATE ORDER SERVICES FEE FOR ALARM TO ANNEX BUILDING \$90.00 EVERY 6 MONTHS Account No _____ 0-1100-421-00-280-001-0-413 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	180.00 <u>Encumbrance</u> 180.00 Freight Total	180.00 180.00

Authorized By: _____

Date

Requisition

Req # 00171670

PO #

Date: 03/04/10

Bill To: x
x

Vendor : 298778

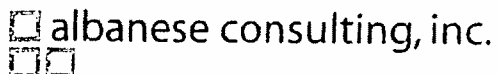
ALBANESE CONSULTING, INC.
319 EAST MADISON
SUITE 3E
SPRINGFIELD IL 62701Ship To: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Renewal of Fire Files Premium Support for USER: Juan Martinez, Fire Marshal. From May 15, 2010 to May 15, 2011.	149.00	149.00
3.00	EACH	Renewal of Fire Files Premium Support for USERS: Wesley Bradley, Javier Garcia & Marco Romero. From June 15, 2010 to June 15, 2011.	149.00	447.00
1.00	EACH	Renewal of Fire Files Premium Support for USER: Tommy Ureste. From June 15, 2010 to June 15, 2011.	149.00	149.00
		Account No _____	Encumbrance	
		0-1100-422-10-300-001-0-336	745.00	
			Freight	.00
			Total	745.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



319 E. Madison Avenue, Suite 3E • Springfield, IL 62701
217.522.6164 • 866.239.3400 • Fax: 217.522.0069

i n v o i c e

Hidalgo County Fire Marshal
2814 South Business Highway 281
Edinburg, TX 78539-6243



Rep MC

Date 3/3/2010

IVC # 1826

Terms Net 60 days

Item	Description	Qty	Rate	Amount
Support	FireFiles Premium Support	1	149.00	149.00
Support Coverage	May 15, 2010 - May 15, 2011 (USER: Juan Martinez)		0.00	0.00
Support	FireFiles Premium Support	3	149.00	447.00
Support Coverage	June 15, 2010 - June 15, 2011 (USERS: Wesley Bradley, Javier Garcia, and Marco Romero)		0.00	0.00
Support	FireFiles Premium Support	1	149.00	149.00
Support Coverage	June 15, 2010 - June 15, 2011 (USER: Tommy Ureste)		0.00	0.00

Past due invoices are subject to
a 1.5% per month or 18%
annual finance charge.

Payments/Credits 50.00

Total \$745.00

Balance Due \$745.00

Requisition

Req # 00174305

PO #

Date: 04/21/10

Bill To: x
x

Vendor: 42129

XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact:

Contract No: CONTRACT: 985-

Special Instructions:
C-105

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	MONTH	COMMODITY CODE: 985-12 DO NOT DUPLICATE ORDER XEROX LEASE AGREEMENT (WORK CENTRE 5225PT) 36 MONTH LEASE STARTING MAY 30, 2010 THRU MAY 29, 2013. PRICE INCLUDES 5,000 IMPRESSIONS ALL EXCESS PRINTS @0.0116. ** FEATURES: 25 PAGES PER MINUTE ** AUTOMATIC DOCUMENT FEEDER ** STANDARD 2 500 SHEET TRAYS ** INTEGRATED OFFICE FINISHER ** MOBILE STAND INCLUDED. TRADE IN AT TIME OF DELIVERY SERIAL NUMBER: TFW-025394 ** PURCHASE ORDER EFFECTIVE DATE: MAY 30, 2010 THRU MAY 29, 2011 LOCATION: 1902 JOE STEPHENS WESLACO, TX 78596 CONTACT PERSON AND PHONE NUMBER: MICHELLE COLLINS (956) 292-7000 EXT-1606. ESTIMATED COST ON OVERAGES	105.92	847.36
1.00				.00
1.00	YEAR		200.00	200.00
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-442	1,047.36	
			Freight	.00
			Total	1,047.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00172968

PO #

Date: 03/26/10

Bill To: x
x

Vendor : 42129

XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MISSION AUTO
956-289-7472

Contract No: CC: 985-L2

Special Instructions:

M-48

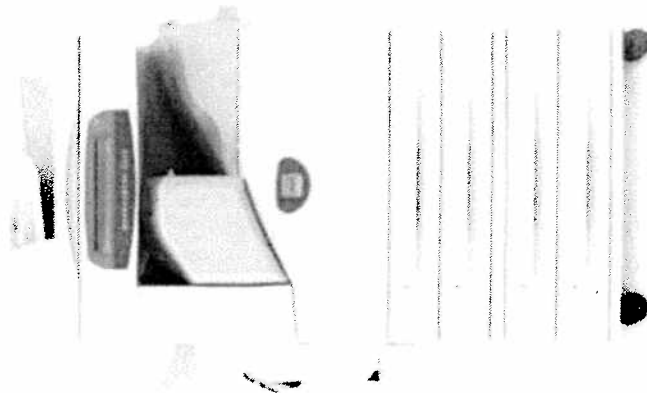
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COMMODITY CODE: 985-L2 DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX LEASE AGREEMENT (WORK CENTRE 5225PT) 36 MONTH LEASE STARTING MAY 30, 2010 THRU MAY 29, 2013 PRICE INCLUDES 5,000 IMPRESSIONS ALL EXCESS PREINTS @ 0.0116. FEATURES: 25 PAGES PER MINUTE *AUTOMATIC DOCUMENT FEEDER *STANDARD TWO 500-SHEET TRAYS * INTEGRATED OFFICE FINISHER *MOBILE STAND INCLUDED	105.92	847.36
.00	EACH	TRADE IN AT TIME OF DELIVERY: TFW-025168 PURCHASE ORDER EFFECTIVE FROM: MAY 30, 2010 THRU MAY 29, 2011	.00	.00
.00	EACH	THIS XEROX MACHINE NEEDS TO BE DELIVERED TO LOCATION AT 722 N BREYFOGLE MISSION, TEXAS 78572 OFFICE CONTACT PERSON: NORMA OCHOA CONTACT PHONE NUMBER 956-292-7000 EXT 3602.	.00	.00
1.00	YEAR	ESTIMATED COST ON OVERAGES	200.00	200.00
1.00				.00
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-442	1,047.36	
			Freight	.00
			Total	1,047.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

XEROX

WORK CENTRE 5225PT

XEROX 985-L2 LEASE



Copy

- 25 Pages per Minute
- Automatic Document Feeder
- Standard Two 500-Sheet Trays
- Integrated Office Finisher
- Mobile stand included

36 MONTH LEASE
\$105.92

**PRICE INCLUDES 5,000
IMPRESSIONS ALL EXCESS
PRINTS @ 0.0116**

Requisition

Req # 00172964

PO #

Date: 03/26/10

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: EDBG ASSESSING
956-289-7472

Contract No: CC: 985-13-1510

Special Instructions:

A-6

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	YEAR	STATE OF TEXAS COMMODITY CODE: 985-13-15100-5 (XEROX MACHINE) & COMMODITY CODE: 985-13-15112-0 (3-HOLE PUNCH KIT) DO NOT DUPLICATE ORDER LEASE AGREEMENT: 36 MONTH TERM: DATE: MAY 30, 2010 THRU MAY 29, 2013 XEROX 985-L2 LEASE XEROX WORKCENTRE 5645 (LOW RANGE) 45 ppm DIGITAL COPIER WITH 2 TRAYS, STAND, BYPASS AND DADF, W5645 KIT, DOCUMENTATION KIT AND OFFICE FINISHER (REQUIRED MARKET CODES: W5645, OF (50FIN) PRICE INCLUDES :25,000 MONTHLY IMPRESSIONS - EQUIP DESCRIPTION / QTY 15001-5 ALL EXCESS PRINTS AT \$.0091 EACH CONTRACT INCLUDES: DELIVERY & INSTALLATION AND ALL SUPPLIES, EXCEPT PAPER & SPECIALTY ITEMS. **.PURCHASE ORDER EFFECTIVE DATE: MAY 30, 2010 THRU MAY 29, 2011	178.65	1,429.20
1.00		TRADE IN AT TIME OF DELIVERY- SERIAL NUMBER: URR895454 LOCATION: EDINBURG TAX COLLECTIONS DEPT AT 2804 S BUS HWY 281 (ASSESSING DEPT) CONTACT PERSON: MARY GARCIA (956) 289-7472.		.00
8.00	YEAR	3-HOLE PUNCH KIT: 36 MONTH TERM COMMODITY CODE : 985-13-15112-0	3.09	24.72
1.00	YEAR	ESTIMATED OVERAGES	200.00	200.00
		Account No _____	Encumbrance	
		0-1100-415-15-140-001-0-442	1,653.92	
			Freight	.00
			Total	1,653.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00172965

PO #

Date: 03/26/10

Bill To: x
x

Vendor : 42129

XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: BKKP
956-289-7472

Contract No: CC: 985-13-1510

Special Instructions:
C-106

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	YEAR	CONTRACT: COMMODITY CODE: 985-13-15100-5 (XEROX MACHINE) & COMMODITY CODE: 985-13-15112-0 (3-HOLE PUNCH KIT) DO NOT DUPLICATE ORDER XEROX LEASE AGREEMENT FOR 36 MONTHS DATE: MAY 30, 2010 THRU MAY 29, 2013 XEROX WORKCENTRE 5645 (LOW RANGE) 45ppm DIGITAL COPIER DIGITAL COPIER WITH 2 TRAYS, STAND BYPASS AND DADF, W5645 KIT, DOCUMENTATION KIT AND OFFICE FINISHER (REQUITED MARKET CODES: W5645M IFC50FIN) PRICE INCLUDES 25,000 MONTHLY IMPRESSIONS ALL EXCESS PRINTS AT \$.0091 ea EQUIP DESCRIPTION/QTY 15001-5 **PURCHASE ORDER EFFECTIVE DATE: MAY 30, 2010 THRU MAY 29, 2011	178.65	1,429.20
.00	EACH	TRADE IN AT TIME OF DELIVERY SERIAL NUMBER: URR-895478 LOCATION: 2804 S BUS HWY 281 EDINBURG, TEXAS 78539 - BOOKKEEPING DEPT. CONTACT PERSON: MARY GARCIA (956) 289-7472.	.00	.00
8.00	YEAR	3-HOLE PUNCH KIT COMMODITY CODE: 985-13-15112-0	3.09	24.72
1.00	YEAR	ESTIMATED OVERAGES	200.00	200.00
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-442	1,653.92	
			Freight	.00
			Total	1,653.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00173412

PO #

Date: 04/07/10

Bill To: x
x

Vendor: 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX COLL
956-289-7472

Contract No: CC: 985-13-1510

Special Instructions:
C-107

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	YEAR	COMMODITY CODE: 985-13-15100-5 (XEROX MACHINE) COMMODITY CODE: 985-13-15112-0 (3-HOLE PUNCH KIT) DO NOT DUPLICATE ORDER XEROX LEASE AGREEMENT 36 MONTHS DATE: MAY 30, 2010 THRU MAY 29, 2013 XEROX 985-L2 LEASE XEROX WORKCENTRE 5645 (LOW RANGE) 45ppm DIGITAL COPIER WITH 2 TRAYS, STAND, BYPASS AND DADF, W5645 KIT, DOCUMENTATION KIT AND OFFICE FINISHER (REQUIRED MARKET CODES: W5645, OFC5FIN) PRICE INCLUDES 25,000 MONTHLY IMPRESSIONS ALL EXCESS PRINTS AT \$.0091ea EQUIP DESCRIPTION/PTY 15001-5 **PURCHASE ORDER EFFECTIVE DATE: MAY 30, 2010 thru MAY 29, 2011	178.65	1,429.20
.00	EACH	TRADE IN AT TIME OF DELIVERY SERIAL NUMBER: URR-894731 LOCATION: 2804 S BUS HWY 281 EDINBURG, TEXAS 78539 TAX COLLECTIONS DEPT CONTACT PERSON: MARY GARCIA (956) 289- 7472. ** PURCHASE ORDER EFFECTIVE DATE: MAY 30, 2010 THRU MAY 29,, 2011	.00	.00
8.00	YEAR	3-HOLE PUNCH KIT COMMODITY CODE: 985-13-15112-0	3.09	24.72
1.00	YEAR	ESTIMATED OVERAGES	200.00	200.00
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-442	1,653.92	
			Freight	.00
			Total	1,653.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00172970

PO #

Date: 03/26/10

Bill To: x
x

Vendor: 42129

XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: EDINBURG AUTO
956-289-7472

Contract No: CC: 985-13-1510

Special Instructions:
M-49

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	YEAR	COMMODITY CODE: 985-13-15100-5 (XEROX MACHINE) & COMMODITY CODE: 985-13-15112-0 (3-HOLE PUNCH KIT) DO NOT DUPLICATE ORDER XEROX LEASE AGREEMENT 36 MONTHS DATE: MAY 30, 2010 THRU MAY 29, 2013 XEROX 985-L2 LEASE XEROX WORKCENTRE 5645 (LOW RANGE) 45ppm DIGITAL COPIER WITH 2 TRAYS, STAND, BY PASS AND DADF, . W5645 KIT, DOCUMENTATION KIT AND OFFICE FINISHER (REQUIRED MARKET CODES: W5645, OF (50FIN) PRICE INCLUDES 25,000 MONTHLY IMPRESSIONS ALL EXCESS PRINTS AT \$.0091ea EQUIP DESCRIPTION/PTY 15001-5 ** PURCHASE ORDER EFFECTIVE DATE: MAY 30, 2010 THRU MAY 29, 2011	178.65	1,429.20
.00	EACH	TRADE IN AT TIME OF DELIVERY SERIAL NUMBER: URR-895454 LOCATION: 2804 S BUS HWY 281 EDINBURG, TX 78539 EDINBURG AUTO DEPT CONTACT PERSON: MARY GARCIA (956) 289-7472. ** PURCHASE ORDER EFFECTIVE DATE:1 MAY 30, 2010 THRU MAY 29, 2011.	.00	.00
8.00	YEAR	3-HOLE PUNCH KIT: COMMODITY CODE: 985-13-15112-0	3.09	24.72
1.00	YEAR	ESTIMATED OVERAGES	200.00	200.00
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-442	1,653.92	
			Freight	.00
			Total	1,653.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00174016

PO #

Date: 04/16/10

Bill To: x
x

Vendor : 42129

XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MCALLEN AUTO
956-289-7472

Contract No: CC: 985-13-1510

Special Instructions:

M-50

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	YEAR	COMMODITY CODE: 985-13-15100-5 (XEROX MACHINE) & COMMODITY CODE: 985-13-15112-0 (3-HOLE PUNCH KIT) DO NOT DUPLICATE ORDER XEROX LEASE AGEEMENT 36 MONTHS DATE: MAY 30, 2010 THRU MAY 29, 2013 XEROX 985-L2 LEASE XEROX WORKCENTRE 5645 (LOW RANGE) 45ppm DIGITAL COPIER WITH 2 TRAYS, STAND, BYPASS AND DADF, W5645 KIT, DOCU,MENTATION KIT AND OFFICE FINISHER (REQUITED MARKET CODES: W5645, OFC5FIN) PRICE INCLUDES 25,000 ,MONTHLY IMPRESSIONS ALL EXCESS PRINTS AT \$.0091ea EQUIP DESCRIPTION / QTY 15001-5 **PURCHASE ORDER EFFECTIVE DATE MAY 30, 2010 THRU MAY 29, 2011	178.65	1,429.20
8.00	YEAR	3-HOLE PUNCH KIT COMMODITY CODE: 985-13-15112-0	3.09	24.72
.00	YEAR	TRADE IN AT TIME OF DELIVERY: TFW-025164 LOCATION: MCALLEN AUTO LICENSE DEPT AT 300 E HACKBERRY MCALLEN, TX 78501 CONTACT PERSON: NOE LAZO (956) 686-4451. ** PURCHASE ORDER EFFECTIVE DATE: MAY 30, 2010 THRU MAY 29, 2011	.00	.00
1.00	YEAR	ESTIMATED OVERAGES	200.00	200.00
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-442	1,653.92	
			Freight	.00
			Total	1,653.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

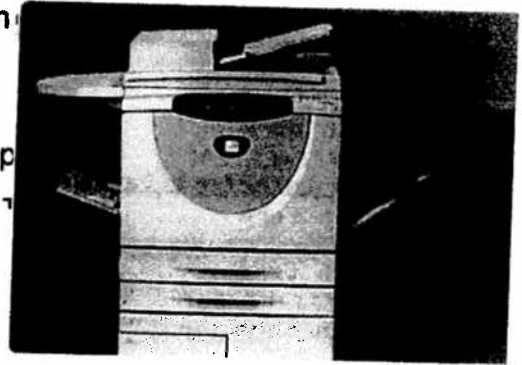
Authorized By: _____

Xerox 985-L2 Lease Pricing

Xerox WorkCentre 5645 (Low Range)
45 ppm digital copier

Digital Copier with 2 Trays, Stand, Bypass and DADF, W5645 Kit, Documentation Kit, and Office Finisher

(Required market codes: W5645, OFC50FIN)



Price includes 25,000 monthly impressions
all excess prints at \$.0091 each

*revisions
updating
bookkeeping
collating. Auto*

Cash Price \$ 16,131.40

Monthly Base

Commodity Codes:

Equip Description/Qty \$
15001-5

0.00

985-13-

36 month term \$ 178.65

985-13-15100-5*

\$ 181.74

48 month term \$ 154.07

985-13-15200-3

60 month term \$ 139.46

985-13-15300-1

Contract includes **xerox** 

- delivery & installation
- all supplies, except paper & specialty items

Xerox 985-L2 Lease Pricing

Accessories for Xerox W5645

	<u>Price</u>	<u>Commodity Code:</u>
<u>Embedded Fax 1 line with LAN fax:</u>		
36 month term	\$ 20.60	985-13-15108-8
48 month term	\$ 16.34	985-13-15208-6
60 month term	\$ 13.80	985-13-15308-4
<u>Foreign Interface Device:</u>		
36 month term	\$ 6.02	985-13-15109-6
48 month term	\$ 4.77	985-13-15209-4
60 month term	\$ 4.03	985-13-15309-2
<u>256Mb Upgrade Kit:</u>		
36 month term	\$ 6.84	985-13-15110-4
48 month term	\$ 5.43	985-13-15210-2
60 month term	\$ 4.58	985-13-15310-0
<u>Legal 2-Hole Punch:</u>		
36 month term	\$ 3.09	985-13-15111-2
48 month term	\$ 2.46	985-13-15211-0
60 month term	\$ 2.07	985-13-15311-8
<u>3-Hole Punch Kit:</u>		
36 month term	\$ 3.09	985-13-15112-0
48 month term	\$ 2.46	985-13-15212-8
60 month term	\$ 2.07	985-13-15312-6
<u>4000 Sheet High Capacity Feeder:</u>		
36 month term	\$ 34.22	985-13-15113-8
48 month term	\$ 27.14	985-13-15213-6
60 month term	\$ 22.92	985-13-15313-4
<u>A3 Short Edge Feed Kit:</u>		
36 month term	\$ 34.40	985-13-15114-6
48 month term	\$ 27.27	985-13-15214-4
60 month term	\$ 23.04	985-13-15314-2
<u>Legal Short Edge Feed Kit:</u>		
36 month term	\$ 34.40	985-13-15115-3
48 month term	\$ 27.27	985-13-15215-1
60 month term	\$ 23.04	985-13-15315-9
<u>Envelope Insert Kit:</u>		
36 month term	\$ 6.84	985-13-15116-1
48 month term	\$ 5.43	985-13-15216-9
60 month term	\$ 4.58	985-13-15316-7
<u>Convenience Stapler / Shelf Kit: (for stand-alone config)</u>		
36 month term	\$ 9.80	
48 month term	\$ 7.77	
60 month term	\$ 6.56	

AI-20868

12.F.

Hidalgo County - "MS-1 Emulsified Asphalt"
CC CONSENT

Date: 04/27/2010
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract ect.) as attached hereto for: Hidalgo County - "MS-1 Emulsified Asphalt" Bid No. 2010-131-05-19-ERT

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: May 1, 2010
2nd Advertisement: May 8, 2010
Bid Opening Date: May 19, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: VARIOUS
FUNDS AVAILABLE Y/N?: SEE ATTCHD MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
See attached exp report for funding sources and availability of funds.rc

Attachments

Link: MEMOS, LEGAL NOTICE, SPECIFICATIONS, DRAFT CONTRACT
Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/22/2010 12:47 PM	APRV
2	Budget & Management	Erika Zamora	04/22/2010 01:48 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/23/2010 09:48 AM	APRV
4	Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Eric Trevino
Started On: 04/20/2010 12:16 PM
Final Approval Date: 04/23/2010



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 1

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 29, 2010

RE: Approval of Specifications For: - Hidalgo County -"MS-1 Emulsified Asphalt" Bid No.
2010-131-00-00-ERT

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☒

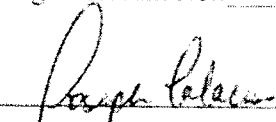
DISAPPROVE ☐

APPROVE WITH MODIFICATIONS ☐

Funds Availability: ☒ YES / ☐ NO/

Other (Specify) _____

Budget Account No.: 0-1336-431-00-121-041-0-731 0-1201-431-00-121-005-0-623


SIGNATURE

Joseph Palacios
PRINTED NAME

Precinct #1
DEPARTMENT

4-21-10
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than Wednesday, April 7, 2010 @ Noon or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 2

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 29, 2010

RE: Approval of Specifications For: - Hidalgo County -"MS-1 Emulsified Asphalt" Bid No. 2010-131-00-00-ERT

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is DISAPPROVE, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: ☒ YES / ☐ NO

Other (Specify) _____

Budget Account No.: 0/1202-434-00-122-006-0/673 *Depends also on Project.*

<i>Eric Trevino</i>	<i>Ronald Cuellon</i>	<i>R&B</i>	<i>4/20/10</i>
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than Wednesday, April 7 2010 @ Noon or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 3

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 29, 2010

RE: Approval of Specifications For: - Hidalgo County "MS-1 Emulsified Asphalt" Bid No. 2010-131-00-00-ERT

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

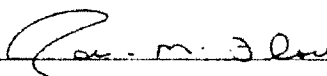
If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS	

Funds Availability: YES / NO

Other (Specify) _____

Budget Account No.: 6-1203-1/31-00-123-005-0-731

	Eric Trevino	Precinct 3	3/30/10
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than Wednesday, April 7, 2010 @ Noon or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

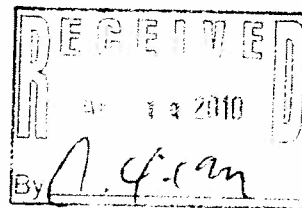
MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 4

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 29, 2010

RE: Approval of Specifications For: - Hidalgo County -"MS-1 Emulsified Asphalt" Bid No.
2010-131-00-00-ERT



Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: X YES / NO/

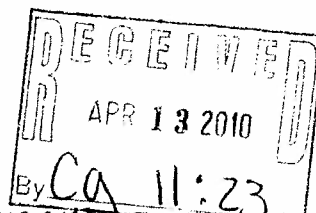
Other (Specify)

Budget Account No.: 0-1204-43400-124-007-0-673/731

	<u>Donald D. Munoz Jr.</u>	<u>Hidalgo Co. Pct #4</u>	<u>4-9-10</u>
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than Wednesday, April 7, 2010 @ Noon or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.

Enclosures



Bid No: 2010-131	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882
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REQUEST FOR BIDS

HIDALGO COUNTY

**“MS-1 EMULSIFIED ASPHALT”
(including all funding sources, programs and entities)**

BID OPENING DATE:

May 19, 2010

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

LEGAL NOTICE

BID NO:2010-131-05-19-ERT

1. Sealed bids will be received for **HIDALGO COUNTY – “MS-1 EMULSIFIED ASPHALT”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-131-05-19-ERT HIDALGO COUNTY - “MS-1 EMULSIFIED ASPHALT”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 19, 2010. 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-2010-131-05-19-ERT RFB-HIDALGO COUNTY – “MS-1 EMULSIFIED ASPHALT”.** 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 of 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 - "MS-1 EMULSIFIED ASPHALT"**
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	<u>May 19, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local

Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
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 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
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2010-131-05-19-ERT

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: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

Hidalgo County (For all Hidalgo County funding sources, programs and entities)

"MS-1 Emulsified Asphalt"

Bid № 2010-131-05-19-ERT

I SPECIFICATIONS:

MS-1 – Emulsified Asphalt

Material – bid price by the gallon delivered by vendor:

II TERMS AND CONDITIONS:

1. LOCATIONS/DELIVERY INSTRUCTIONS:

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

a) Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas

b) Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.

c) Precinct #3- 7 Mile Line & Iowa Road

d) Precinct #4 – 1102 North Doolittle, Edinburg, Texas

All delivery charges – freight, inside delivery, and all costs associated with this purchase are included in bid. Delivery and service will be F.O.B. all charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2. QUANTITY:

Hidalgo County will purchase material "ON AN AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

3. CONTRACT TERM:

Option 1 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) – three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent

upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

4. PRODUCT QUALITY:

To insure the highest product quality, Hidalgo County reserves the right to request from vendor(s) the current TxDOT approval batch number for the testing of material.

5. VENDORS PERFORMANCE:

Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

6. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

7. TERMINATION:

Termination in whole or part, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

8. BID AWARD:

- a) Option 1 – The term for the purchase of "MS-1 Emulsion Asphalt" required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) three (3) months terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 - The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and warded vendor(s) to supply and deliver to Hidalgo County locations(s) upon meeting all required insurances.

- b) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- c) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.
- d) The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state herein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- e) Insurance certificates as per "exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- f) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

9. **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:

- a) 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.
 - i. 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.
 - ii. 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.
 - iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the county allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price

changes are not applicable to orders already issued and in process at time of price change.

- b) 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 both be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c) 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 then (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.
- d) 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.
- e) 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 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, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR EMAILED TO: eric.trevino@co.hidalgo.tx.us** NO LATER THAN, May 12, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by no later than, May 14, 2010 at 5:00 p.m.

REQUIREMENTS AGREEMENT
C-10-131-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between **COMPANY'S NAME**, a **TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**MS-1 Emulsified Asphalt**," 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 "**MS-1 Emulsified Asphalt**" in the areas of **HIDALGO COUNTY** projects for a period of June 13, 2010 from December 12, 2010 with the option to renew for an additional one (1) six (6) months terms, 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 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: COMPANY'S NAME

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 United 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).

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 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.

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, _____

HIDALGO COUNTY

COMPANY'S NAME

Rene Ramirez, County Judge

By: _____
Printed Name: _____
Title: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Date: _____

EXHIBIT “A” SPECIFICATIONS

**EXHIBIT “B”
PAYMENT SCHEDULE**

DRAFT

EXHIBIT “C” INSURANCE REQUIREMENTS

DRAFT

Hidalgo County

For 01/01/10 - 01/31/11

FJEXS01A

Expenditure Summary Report

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1201-431-00-121-005-0-673 PCT1 P/U RD-R&B R&M SUPPLIES	239,460.40	81,628.96	59,505.67	59,505.67	98,325.77	58.94
0-1202-431-00-122-006-0-673 PCT2 P/U RD-R&B R&M SUPPLIES	150,000.00	24,236.85	13,217.49	13,217.49	112,545.66	24.97
0-1203-431-00-123-005-0-731 PCT3 P/U RD-ROADS	430,740.29	105,981.23	58,826.70	58,826.70	265,932.36	38.26
0-1204-431-00-124-007-0-673 PCT4 P/U RD-R&B R&M SUPPLIES	207,774.17	88,688.86	85,925.31	85,925.31	33,160.00	84.04
0-1204-431-00-124-007-0-731 PCT4 P/U RD-ROADS	425,405.96	63,475.98	74,866.45	74,866.45	287,063.53	32.52
0-1336-431-00-121-041-0-731 CO, 2006-FCT1-ROADS	328,655.56	174,381.78	.00	.00	154,273.78	53.06

AI-20873

12.G.

BCAP Application for Payment No. 2 Esperanza Estates Subdivision Precinct No. 2

CC CONSENT

Date: 04/27/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Application for Payment No. 2 in the amount of \$97,031.25 from Total Commitment, LLC contracted vendor for Esperanza Estates Subdivision as reviewed and submitted by project engineer DOS Logistics, Inc. (C-CAP-09-288-08-04).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1312-431-00-122-262-0-731/733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.#631221 has available balance.

Account balance for obj. 733 - \$23,120.00 as of 04/23/10.

FISCAL YEAR: 0 ACCT. #: 0-1202-431-00-122-262-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 631221 has available balance.

Attachments

Link: Application for Payment No.2 Esperanza Estates Subdivision

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	04/21/2010 01:19 PM	APRV
2		Purchasing Department	Marty Salazar	04/22/2010 12:47 PM	APRV
3		Budget & Management	Erika Zamora	04/22/2010 01:49 PM	APRV
4		Roland Garcia	Rolando Garcia	04/23/2010 11:27 AM	APRV
5		Auditor's Office		04/23/2010 05:04 PM	NEW

Form Started By: Marcie Jackson
Started On: 04/20/2010 02:15 PM

APPLICATION FOR PAYMENT NO. 2

AI-20873 4/27/10

To: Hidalgo County (OWNER)
 From: Total Commitment, LLC (CONTRACTOR)
 Contract: _____
 Project: Road & Drainage for Esperanza Estates Subdivision
 Owner's Contract No. C-CAP-09-288-08-04 Engineer's Project No. #61818
 For Work accomplished through the date of: March 17, 2010

1. Original Contract Price:	\$	131,181.00
2. Net change by Change Order and Written Agreements(+or-):	(+) \$	4,064.00
3. Current Contract Price (1 plus 2):	\$	135,245.00
4. Total completed and stored to date:	\$	135,245.00
5. Retainage (per Agreement):		
10% of completed Work:	\$	13,524.50
of stored material		
Total Retainage:	\$	13,524.50
6. Total completed and stored to date less retainage (4 minus 5)	\$	121,720.50
7. Less previous Application for Payments:	\$	24,689.25
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	97,031.25

REQ# 164671 P.O.#631221 REQ# 164671 P.O.#631221
 0-1312-431-00-122-262-0-731→\$67,610.00 0-1312-431-00-122-262-0-733→\$37,702.50
 <-6,761.00>=\$60,849.00 <-3,770.25>=\$33,932.25
 REQ# 164671 P.O.# 631221
 0-1202-431-00-122-262-0-731→\$2,500.00
 <-250.00>=\$2,250.00

CONTRACTOR'S Certificate

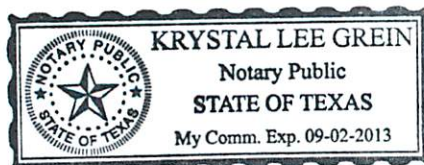
The undersigned CONTRACTOR certifies that all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 3/17/2010

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 17th
 day of March 2010

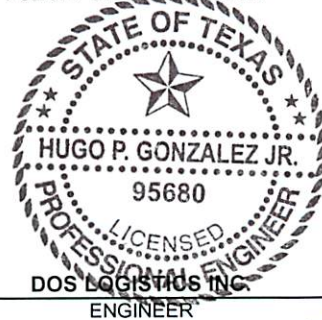
Krystal Grein
 Notary Public
 My Commission expires: 9-2-2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 3/17/10

TOTAL COMMITMENT, LLC
 CONTRACTOR

By: Pedro A. Gutierrez
 Pedro A. Gutierrez, Member



DOS LOGISTICS INC.
 ENGINEER
 By: Hugo P. Gonzalez Jr.
 Hugo P. Gonzalez Jr., P.E.
 Exhibit E-C

INVOICE RECEIVED BY: Mark Jackson ON 4/20/10
 GOODS/SERVICES RECEIVED BY: Mark Jackson ON 4/20/10

TOTAL COMMITMENT, LLC	Contractor Name
October 9, 2009	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.:	2
Application Date:	March 29, 2010
Period To:	March 17, 2010
Engineer Firm:	Dos Logistics, Inc.

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080262	Esperanza	\$ 131,181.00	\$ 135,245.00	\$ 27,432.50	\$ 107,812.50	\$ -	\$ 135,245.00	\$ -	\$ 13,524.50	\$ 121,720.50	\$ 24,689.25	\$ 97,031.25
		\$ 131,181.00	\$ 135,245.00	\$ 27,432.50	\$ 107,812.50	\$ -	\$ 135,245.00	\$ -	\$ 13,524.50	\$ 121,720.50	\$ 24,689.25	\$ 97,031.25

Estimate Quantity Update Worksheet

Date:

03/17/10

Colonia: Road & Drainage Construction for Esperanza Estates Subd.
 Roadway: Esperanza St.
 Control:
 Project No: C-CAP-09-288-07-15-YSI
 County: Hidalgo
 Est. No: 1

Contractor: Total Commitment, LLC
 Contract Price: \$131,181.00
 Current Contract Price: \$135,245.00
 Work Done this Mo.: \$107,812.50
 % Complete: 100.00%

Date Began: 10/09/09
 Contract Time: 120 (Contract Time Extension to 170 days)
 Time Charged: 160
 % Time Used: 94.12%

Work Type: Paving & Drainage

Limits:

From: Station 0+00
 To: Station 8+15

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH			FOURTH MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE																	
(902) PRELIMINARY ENGINEERING																	
(903) CONSTRUCTION ENGINEERING																	
(904) RIGHT-OF-WAY																	
(905) ROADWAY CONSTRUCTION																	
100	Preparing ROW	STA	12.700	\$400.00	\$5,080.00		0	\$0.00	12.700	12.700	\$5,080.00		0	0.00		0	0.00
247	(8") Flex Base (TYE, GR4)(Complete in Place)	CY	940.000	\$5.50	\$5,170.00		0	\$0.00	940.000	940.000	\$5,170.00		0	0.00		0	0.00
251	Reworking Base Material	SY	2752.000	\$2.50	\$6,880.00		0	\$0.00	2752.000	2752.000	\$6,880.00		0	0.00		0	0.00
310	ASPH Material (MC-30)(0.2 Gal/Sy)	GAL	806.000	\$3.50	\$2,821.00		0	\$0.00	806.000	806.000	\$2,821.00		0	0.00		0	0.00
340	1 1/2" Hot Mix (TY D)	TON	341.000	\$93.00	\$31,713.00		0	\$0.00	341.000	341.000	\$31,713.00		0	0.00		0	0.00
500	Mobilization	LS	1.000	\$1,000.00	\$1,000.00		0	\$0.00	1.000	1.000	\$1,000.00		0	0.00		0	0.00
502	Barricades, Signs and Traffic Handling	MO	3.000	\$1,000.00	\$3,000.00		0	\$0.00	3.000	3.000	\$3,000.00		0	0.00		0	0.00
506	Temporary Sediment Control Fence	LF	144.000	\$3.00	\$432.00		0	\$0.00	144.000	144.000	\$432.00		0	0.00		0	0.00
529	Concrete Curb & Gutter (TY A)(Barrier)	LF	2602.000	\$7.00	\$18,214.00		0	\$0.00	2602.000	2602.000	\$18,214.00		0	0.00		0	0.00
2500	(8") EN-1 Treated Flexbase	SY	4357.000	\$2.00	\$8,714.00		0	\$0.00	4357.000	4357.000	\$8,714.00		0	0.00		0	0.00
2500	EN-1 Road Bond (0.0075 Gal/Sy)	GAL	35.000	\$80.00	\$2,800.00		0	\$0.00	35.000	35.000	\$2,800.00		0	0.00		0	0.00
													0			0	
													0			0	
(906) DRAINAGE																	
402	Trench Excavation Protection	LF	986.000	\$1.50	\$1,479.00	815.000	815.000	\$1,222.50	171.000	986.000	\$256.50		0	0.00		0	0.00
464	RC Pipe (CL III) (18 IN)	LF	64.000	\$20.00	\$1,280.00	16.000	16.000	\$320.00	48.000	64.000	\$960.00		0	0.00		0	0.00
464	RC Pipe (CL III) (24 IN)	LF	967.000	\$26.00	\$25,142.00	815.000	815.000	\$21,190.00	152.000	967.000	\$3,952.00		0	0.00		0	0.00
465	Inlet (Compl) (TY A)	EA	4.000	\$2,200.00	\$8,800.00	1.000	1.000	\$2,200.00	3.000	4.000	\$6,600.00		0	0.00		0	0.00
465	Manhole (Compl) (TY A)	EA	2.000	\$2,000.00	\$4,000.00	1.000	1.000	\$2,000.00	1.000	2.000	\$2,000.00		0	0.00		0	0.00
530	Driveway (CONC.)(4")	SY	36.000	\$36.00	\$1,296.00		0	\$0.00	36.000	36.000	\$1,296.00		0	0.00		0	0.00
530	Driveway (ACP)(TY PBR-1)	SY	168.000	\$20.00	\$3,360.00		0	\$0.00	168.000	168.000	\$3,360.00		0	0.00		0	0.00
CO-1	C/O #1: Sewer Service Adjustments	LS	1.000	\$3,000.00	\$3,000.00	0.167	0.167	\$500.00	0.833	1.000	\$2,500.00		0	0.00		0	0.00
CO-2	C/O #2: Driveway	LS	1.000	\$1,064.00	\$1,064.00		0	\$0.00	1.000	1.000	\$1,064.00		0	0.00		0	0.00
529	Concrete Curb & Gutter (TY A)(Barrier)	LF	2602.000	\$7.00	\$18,214.00		0	\$0.00	2602.000	2602.000	\$18,214.00		0	0.00		0	0.00
													0				

Monthly Totals:	\$27,432.50	\$107,812.50	\$0.00	0.00
ADMINISTRATIVE (901)				
PRELIMINARY ENGINEERING (902)				
CONSTRUCTION ENGINEERING (903)				
RIGHT-OF-WAY (904)				
Roadway (905):	\$0.00	\$67,610.00	\$0.00	0.00
Drainage (906):	\$27,432.50	\$40,202.50	\$0.00	0.00

Total to Date

Roadway (905): \$85,824.00
 Drainage (906): \$49,421.00
 Total: \$135,245.00

Prepared and Checked By:

Signature:

Printed Name:

Hugo P. Gonzalez Jr., PE

Date:

3/17/10

