AI-27285 **6.B.**

Presentation by Shan Rankin - Museum of South Texas History

CC REGULAR

Date:	07/05/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation by Shan Rankin - Museum of South Texas History

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/27/2011 01:36 PM	APRV
2	Auditor's Office		07/01/2011 02:34 PM	NEW
Form Started By: Monica Badillo			Started On: 06/27/2011 01:16 PM	
Final Approval Date: 07/01/2011				

AI-27333 **6.C.**

Authority to release energy usage data - (Energy Consultants)

CC REGULAR

Date:	07/05/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Rick Sunday, Fac. Mgmt.
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Facilities Management:
Approval of request and authorization for AEP, Transmission Distribution Utility (TDU) to release minimum energy usage data, including kWh, kVA or kW, associated costs and interval data (if applicable) of county facilities to Energy Knowledge Group, LLC, State of Texas certified Aggregator No. 80074 with authority for Executive Officer to sign document

BACKGROUND

Authorization to be approved at CC. EKG (Energy Knowledge Group, Donnie Herrin) is the sub-contractor/partner with Vazaldua & Assocs. whom the Court approved to put together the County's 5 Year Energy Plan in support of the DOE EECBG. This letter will allow them to obtain all the energy consumption data for the facilities being studied.

Locations are as follows:
1) Court House
2) Old Admin.
3) New Admin.
4) Elections Ofc. Bldg.
5) Pct. 1 Multiplex & Pavilion (actually 4 bldgs.)
6) Pct. 3 Mutliplex (actually 3 bldgs.)
7) Jail, Sheriff's Ofc., Academy, Forensic Garage & Motor Pool (5 bldgs.)
8) CO Health

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 11:11 AM	APRV
2	Olga Garza	Olga Garza	06/29/2011 11:52 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Monica Badillo

Started On: 06/29/2011 10:44 AM

Final Approval Date: 07/01/2011

LETTER OF AUTHORIZATION

REQUEST FOR HISTORICAL USAGE INFORMATION

Date: _____ Expiration Date: _____

LIST TDU (Transmission and Distribution Utility; list TDUs that apply to request)

☐ TXU Electric Delivery (ONCOR) ☐ CenterPoint ☐ Sharyland

☐ AEP ☐ TNMP ☐ Entergy Texas

Please accept this letter as a formal request and authorization for the above referenced Transmission Distribution Utility (TDU) to release as a minimum energy usage data, including kWh, kVA or kW, associated costs and interval data (if applicable) at the following location(s) to *Energy Knowledge Group, LLC*, State of Texas certified Aggregator No. 80074.

If additional pages are required, please use a separate attachment per TDSP with the ESI-IDs that are specific to that TDU (the TDU will reject if ESI-IDs submitted are not associated with their territory).

Service Address	ESI-ID Number (found on bill; "*not*" the account #)

Please forward usage and load information in electronic (Microsoft Excel) format to:
E-mail: *dherrin@energykg.com (Donnie Herrin @ 214-632-5124 with questions)*

AUTHORIZATION

I hereby authorize release of the above information to Energy Knowledge Group and I affirm that I have the authority to make and sign this request on behalf of my company for all ESI-IDs that are associated with this request. Other supply-side services provided by EKG under this LOA are:

- Evaluation and assessment of historical electrical consumption data, rate or tariff options and comparable information.
- Negotiation of utility tariffs, commodity pricing, transmission and distribution charges and other charges as an independent account or as part of an aggregated load.
- Inquiries into ordering, acquisition and/or effecting the installation of electronic meters and other regulated and deregulated electric services.
- Utility bill accounting, auditing and negotiation of meter accounts.

(Signature)	(Company)
(Name, printed)	(Billing Street Address)
(Title)	(City, State, Zip Code)
(Email Address)	(Telephone Number)

FAX COMPLETED AND SIGNED FORM TO 214-722-1537

Energy Knowledge Group, LLC
P.O. Box 760944
Phone: 214-632-5124, Fax: 214-722-1537

Texas Certified Electricity Aggregator #80074

This is not a contract for services **www.energykg.com** PUCT Approved Letter of Authorization, 1.6.5

LETTER OF AUTHORIZATION

REQUEST FOR HISTORICAL USAGE INFORMATION

	ESI ID #	Service Address	TDU
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

This is not a contract for services **www.energykg.com** PUCT Approved Letter of Authorization, 1.6.5

Client: _____

LETTER OF AUTHORIZATION

REQUEST FOR HISTORICAL USAGE INFORMATION

	ESI ID #	Service Address	TDU
26.			
27.			
28.			
29.			
30.			
31.			
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50.			

Client: _____

AI-27336 **6.D.**

Request for funds from State Comptroller - unclaimed capital credits
CC REGULAR

Date: 07/05/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to submit request for funds (unclaimed capital credits) from the Texas Comptroller of Public Accounts as authorized under Section 74.602 of the Texas Property Code, with authority for County Judge to sign the letter of request.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-363-00-000-000-0-000

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

BUDGETARY IMPACT:

Revene Account where funds are recorded upon receipt 1-1100-363-00-000-000-0-000

Attachments

Link: letter

Link: letter of request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 11:48 AM	APRV
2	Erika Zamora	Erika Zamora	06/30/2011 04:58 PM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Monica Badillo — Started On: 06/29/2011 11:22 AM

Final Approval Date: 07/01/2011

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

June 15, 2011

Dear Judge

As you may know, Section 74.602 of the Texas Property Code authorizes the Comptroller to allocate a portion of the unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The Code also states that the money may only be used to fund an appropriate program under Section 381.004 of the Local Government Code.

The commissioners' court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds under this provision. The amount available to each county will be based on total capital credits remitted this reporting year, minus anticipated claims as determined by the Comptroller.

If your office anticipates submitting a request for these funds, please refer to the following guidelines:

- Requests are to be submitted by the commissioners' court, in writing, to the Texas Comptroller of Public Accounts by August 31 of each year.
- Requests **must** include the complete name, address and federal tax identification number of the Commissioners' Court. Funds will be paid directly to the court.
- All requests **must** include certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Please mail your request(s) to:

Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P. O. Box 12019
Austin, Texas 78711-2019

If you have any questions concerning these procedures, please contact Elisa Flores by e-mail at elisa.alice.flores@cpa.state.tx.us or by phone at (800) 321-2274, ext. 3-1072.

Sincerely,

Larry Schilhabel
Section Supervisor
Holder Reporting Section

cc: Elisa Flores

G:\common\countyjudgeltr\up county judges elec coop letter.doc

Unclaimed Property Reporting
PO Box 12019
Austin, TX 78711-2019
Phone: 512/463-4083
Fax: 512/463-3750

Texas Comptroller of Public Accounts

Fax

To: Ivan Cantu
Budget Office
From: Elisa Alice Flores
Phone: 512 463 1072

Fax: 956 292-7035 **Date:**

Phone: 956 292-7025 **Pages:** 2

Re: Unclaimed Property Reporting **Fax** 512 463 3750

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments: Here is copy of letter that went out. If I can help you in anyway, Please let me know. I am the one that administers this program.

Elisa Alice Flores

July 05, 2011

Elisa Alice Flores, Accounts Examiner
Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P.O. Box 12019
Austin, TX 78711-2019

Dear Mrs. Flores:

Please let this letter serve as Hidalgo County's official request for capital credits from electric cooperatives reported to the State Comptroller's Office in 2010 as unclaimed property. Please forward the credits to the following address:

County of Hidalgo
c/o County Judge's Office
1615 S. Closner Blvd., Suite J
Edinburg, TX 78539
Federal Tax ID #: 74-6000717

As in previous request, Hidalgo County certifies that the purpose of these funds will be in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

If you have any questions regarding this request, please contact Mrs. Dina R. Trevino, Assistant Budget Officer, by email at dina.trevino@co.hidalgo.tx.us or by phone at (956) 292-7025 ext. 5405.

Sincerely,

Ramon Garcia
Hidalgo County Judge

Cc: Honorable Joel Quintanilla., Commissioner, Pct. 1
Honorable Hector "Tito" Palacios, Commissioner, Pct. 2
Honorable Jose M. Flores, Commissioner, Pct. 3
Honorable Joseph Palacios, Commissioner, Pct. 4

AI-27330 **6.E.**

Endeavor General Agency Settlement Claim

CC REGULAR

Date:	07/05/2011
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Requesting approval to authorize Valde Guerra, Executive Officer, to sign Property Release form in order to settle claim with Endeavor General Agency regarding auto accident. (Sheriff Office)

BACKGROUND

DOL: 03/04/11

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Link: Sheriff Office

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 10:53 AM	APRV
2	Erika Zamora	Erika Zamora	06/30/2011 04:59 PM	APRV
3	Auditor's Office	Angela Garcia	07/01/2011 02:34 PM	APRV
Form Started By: Aida Alvarez			Started On: 06/29/2011 10:29 AM	
Final Approval Date: 07/01/2011				

PROPERTY DAMAGE RELEASE AND SETTLEMENT AGREEMENT

Claim Number 2011-TXE02148 Date of Loss 3/4/2011

"Claimant" shall collectively mean (COUNTY OF HIDALGO) and his/her respective heirs, executors, administrators, personal representatives, successors and assigns. "Defendants" shall collectively mean Endeavor General Agency, LLC, and Old American County Mutual Fire Insurance Company and their respective heirs, spouses, executors, administrators, personal representatives, agents, servants, employees, officers, directors, shareholders, insurers, representatives, subsidiaries, parent companies, associated entities, attorneys, successors and assigns.

In consideration of $884.00, Claimant hereby releases and forever discharges Defendants from any and all past, present, or future claims for any and all property related damages sustained to his/her vehicle that Claimant has or claims to have, arising out of the incident which occurred on or about MARCH 4,2011 in HIDALGO County, Texas, (hereinafter referred to as "the Occurrence").

Claimant understands and agrees that this property damage settlement is not be considered an admission by any party hereto of any liability or wrongdoing, but rather the compromise of disputed claim. Defendants expressly deny any liability or wrongdoing.

Claimant understands and agrees that this settlement is a full release and discharge of claims and/or causes for property damages to a 2003FORD CROWN VICTORIA VIN# 2FAFP71W83X156199 including but not limited to rental car expenses, storage expenses, wrecker expenses, diminution in value, loss of use, attorneys' fees, exemplary damages, prejudgment and post-judgment interest, court costs or other expenses of litigation, and claims for any other element of loss or damage to his/her vehicle recoverable under law.

FOR THE AFORESAID CONSIDERATION, CLAIMANT WAIVES ANY RIGHTS HE/SHE MAY HAVE TO ASSERT IN THE FUTURE REGARDING ANY CLAIMS RELATED TO PROPERTY DAMAGE (ARISING FROM THE OCCURRENCE) NOT NOW KNOWN OR SUSPECTED EVEN THOUGH, IF SUCH CLAIMS WERE KNOWN, SUCH KNOWLEDGE WOULD MATERIALLY AFFECT THE TERMS OF THIS SETTLEMENT AGREEMENT AND/OR CLAIMANT'S DECISION TO SETTLE.

Claimant warrants that he/she is the sole owner of the claims which he/she has asserted arising from the Occurrence and that such claims have not been assigned, encumbered or transferred in any way.

Claimant agrees to satisfy any and all property damage related liens asserted as a result of the occurrence. This includes but is not limited to any lien asserted by: a mechanic, an auto body repair shop, a towing company, or any other party that performed any service in relation to the appraisal, repair, or other modification to the vehicle after the Occurrence. If after the execution of this agreement, any such liens are asserted against

Defendant , Claimant agrees to reimburse Defendant such costs incurred in the release of the lien.

This settlement agreement contains the entire agreement between Claimant and Defendants with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, between the parties. The terms of this agreement are contractual and not mere recitals.

This instrument shall be construed and interpreted in accordance with the laws of the State of Texas.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT

EXECUTED this _____day of_____, 201__.

X_____
COUNTY OF HIDALGO

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared COUNTY OF HIDALGO, known to me, who, being duly sworn upon oath stated that he is over the age of eighteen (18), that he is of sound mind and fully competent to make this affidavit and acknowledgment; that the statements contained in the foregoing release and settlement agreement are within his personal knowledge and are true and correct, and that he executed the foregoing instrument for the purposes and consideration therein expressed.

X_____
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me, and given under my hand and seal of office, this ____ day of _____, 200_.

_____
NOTARY PUBLIC, STATE OF TEXAS

AI-27371 **6.F.**

Approval to create seven (7) regular full-time positions
CC REGULAR

Date: 07/05/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

1. Approval to create the following regular full-time positions:

Dept.	Slot No.	Position Title	Grade	Salary
Facilites Management (220-001)	0112	Clerk IV	07	$35,644.00
Facilities Management (220-001)	0113	Foreman II	11	$51,302.00
Health Dept. (340-001)	0048	Outreach Specialist II	06	$27,276.00
Agrilife Extension Services (380-001)	0013	Administrative Assistant II	06	$27,276.00
Pct. 1 Road Maintnenance (121-005)	0108	Call Center Manager	N/A	$50,000.00
Pct. 1 Road Maintnenance (121-005)	0109	Maintenance III	N/A	$38,000.00
Pct. 1 Parks (121-013)	0023	Administrative Assistant III	N/A	$36,000.00

2. Approval of interdepartmental/ interfund transfer(s).
3. Appoval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** See Attached
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

See attached fiscal notes for budgetary impact.
See attached transfers.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/01/2011 01:59 PM	APRV

2	Budget & Management	Merlen P. Munoz	07/01/2011 02:02 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/01/2011 02:28 PM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Sylvia Solis Started On: 06/30/2011 03:26 PM

Final Approval Date: 07/01/2011

AI-27315 **7.A.**

Grant Award Funds Tobacco Compliance Grant for Local Law Enforcement CC REGULAR

Date:	07/05/2011
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
1. Approval to accept the Tobacco Compliance Grant award from the Texas Comptroller of Public Accounts in the amount of $7,300.00 for fiscal year 2011/ 2012 (grant period: 08/01/11 to 08/31/12)
2. Approval of Certification of Revenues as certified by the County Auditor for the Tobacco Compliance Grant.
3. Approval of appropriation of funds.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-421-00-293-015-2-131

FUNDS AVAILABLE Y/N?: SEE BELOW **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

No cash match or budgetary/fiscal impact to county.

See appropriation of funds
Rev Acct:1-1284-334-10-293-015-2-000

Attachments

Link: award letter
Link: acceptance letter
Link: grantee requirements
Link: mandatory training
Link: Appropriation
Link: CERT. OF REV.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 09:01 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/30/2011 09:59 AM	APRV
3	Sylvia Solis	Sylvia Solis	06/30/2011 02:59 PM	APRV

4	Auditor's Office	07/01/2011 02:34 PM	NEW
Form Started By: Rachel Cavazos		Started On: 06/28/2011 04:46 PM	
Final Approval Date: 07/01/2011			

SUSAN COMBS

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US

June 23, 2011

Mr. Horaldo Sanchez
Chief Deputy Constable
Hidalgo County Constable, Precinct 3
730 N. Breyfogle Road, Suite B
Mission, Texas 78574-7020

Dear Constable Sanchez:

Congratulations! Your department has been awarded a Tobacco Compliance grant in the amount of $7,300 under the provisions of the Texas Health & Safety Code Ann. Sec. 161.088(b) for fiscal 2011/2012, beginning Aug. 1, 2011 and ending Aug. 31, 2012.

Enclosed you will find the "Grant Acceptance Agreement and Compliance Standards" form along with the Scope of Work. Please review these documents thoroughly. To accept your grant award, please have an authorized official of your law enforcement agency sign and return the Acceptance Agreement. ***This agreement must be signed and returned by July 15, 2011, to qualify for funding.*** If you choose ***not*** to accept this grant, please write "declined" on the agreement and return to our office. Your grant funds will be sent via direct deposit upon receipt of the signed agreement. Please mail the signed agreement to the following address and keep a copy for your files:

Texas Comptroller of Public Accounts
Attention: Elaine Matthews
P.O. Box 13528
Austin, Texas 78711-3528

Each grantee must begin implementation of the grant provisions, as outlined in the Acceptance Agreement and the Scope of Work, within 30 days of attending a technical assistance workshop. Attendance at a grant workshop is mandatory. Any exception to these requirements will require review and written approval by the Comptroller or the Comptroller's designee.

The technical assistance workshop encompasses tobacco enforcement and compliance education requirements. It will also cover activity and financial reporting, expenditure requirements and the latest information concerning the issue of tobacco and minors in Texas. Expenses related to attending this workshop are covered by this grant using the "Education" budget category. The Texas Comptroller's Office will mail the workshop information so you can make the appropriate arrangements to attend.

For technical assistance or any questions regarding this letter, please contact one of the following Tobacco Compliance Grant Program Specialists: Elaine Matthews, (512) 475-1551 or Rob Julien, (512) 463-4048.

Sincerely,

Susan Combs

Susan Combs

Enclosures

cc: Elaine Matthews
Rob Julien

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS 2011/2012 TOBACCO GRANT
ACCEPTANCE AGREEMENT AND COMPLIANCE STANDARDS
FOR LOCAL LAW ENFORCEMENT AGENCIES
(This signed document must be returned by July 15, 2011 to qualify for grant funds.)

By this Agreement, Hidalgo County Constable, Precinct 3 (hereinafter "Grantee") hereby agrees and certifies that Grantee shall comply with all requirements in the *2011/2012 Scope of Work* provided to Grantee contemporaneously with this Agreement and all applicable provisions of the Uniform Grant and Contract Management Standards (UGCMS) promulgated by the Office of the Governor pursuant to the Uniform Grant and Contract Management Act, Chapter 783, Government Code. A copy of the UGCMS may be obtained from the Office of the Governor at www.governor.state.tx.us/files/state-grants/UGMS062004.doc.

Grantee acknowledges that appropriate approvals are being sought from its governing body (city council or county commissioners' court) to accept and utilize all grant funds as specified in this Agreement. If approval is denied, Grantee will return grant funds to the Texas Comptroller of Public Accounts (Comptroller).

Grantee shall use or expend grant funds exclusively for the following tobacco compliance and enforcement activities, unless directed otherwise by the Comptroller:

- Grantee shall provide compliance education to each local court involved in adjudicating grant agency's tobacco-related citations.
- Grantee may provide ongoing and consistent compliance education to tobacco retailers.
- Grantee shall provide an ongoing and consistent enforcement initiative that utilizes on-site compliance inspections of cigarette or tobacco retail outlets by law enforcement and other officers and fully acknowledges that the foregoing may result in the issuance of citations.
- Grantee shall provide an ongoing and consistent enforcement initiative that utilizes on-site controlled buys at cigarette or tobacco permitted retail outlets by officers, using minors as decoys (i.e., "stings") that may result in the issuance of citations.
- Grantee shall allocate grant fund expenditures for enforcement and compliance activities as recommended by the Comptroller.
- Grantee shall provide monthly enforcement activity reports and quarterly compliance education and financial status reports to the Comptroller.

Approval of grant funding, based on the application submitted by the prospective Grantee or agency, does not constitute approval of any or all plans or requests as listed in the submitted application. Appropriate use of grant funds and proper protocols for education and enforcement activities will be covered in the grant training.

Comptroller reserves the right, under this Agreement, to unilaterally amend the terms of the Agreement at any time and to impose additional requirements on Grantee at the sole discretion of the Comptroller.

Grantee understands and acknowledges that failure to comply with the terms of this Agreement, including grant usage restrictions, or with any applicable state or federal law or regulation, shall result in the forfeiture of grant funds. Upon forfeiture, Grantee shall also be responsible for the return of the full amount of the original grant to the Comptroller.

This grant award is in the amount of $7,300 and covers the period from Aug. 1, 2011, through Aug. 31, 2012. Grantee shall return all unexpended grant funds within 30 days of the close of this grant period.

Name and Title of Official authorized to accept grant funds on behalf of County or Municipality *(Please print)*	Department or Agency Name
Signature of Authorized Official	Date
	FEI Number (**required**)

Texas Comptroller of Public Accounts
2011/2012 Tobacco Compliance Grant, Scope of Work
Local Law Enforcement Grantee Requirements

Contract funds shall be used to support the enforcement, compliance education and reporting of activities related to the grants. Grantee shall follow program requirements outlined in Sections A, B, C and D.

A. Grant Funds and Activities – Controlled Buys (60 percent of funds); Compliance Inspections (25 percent of funds); Judicial, Retailer and Department Education (10 percent of funds); Reporting of Activities (5 percent)

- Grantee shall conduct tobacco education for each local court in the city and/or county to which Grantee submits citations for tobacco law violations and which may assist in obtaining information concerning the final disposition of citations written in accordance with Health and Safety Code Chapter 161 – Subchapters H, K and N.

- Grantee may conduct tobacco education for retailers for the purpose of reducing youth access to tobacco products and to ensure compliance with the Health and Safety Code, Chapter 161 – Subchapters H, K and N.

- Grantee shall conduct on-site compliance inspections of tobacco retailers, not using minors as decoys, which may result in the issuance of citations for violations in accordance with the Health and Safety Code, Chapter 161 – Subchapters H and K.

- Grantee shall conduct on-site controlled buys/stings of tobacco retailers using minors as decoys, to determine compliance with applicable laws in accordance with Health and Safety Code, Chapter 161 – Subchapter H.

- Grantee shall conduct follow-up inspections/controlled buys of tobacco retailers found to be in violation of state laws concerning tobacco in Grantee's jurisdiction.

- Grantee shall conduct follow-up activities on complaints sent to Grantee concerning tobacco law violations within Grantee's jurisdiction.

- Grantee shall submit reports to the Comptroller of Public Accounts (Comptroller) as noted in "C" below.

B. Additional Program Requirements

- Grantee shall make a good faith effort to follow the protocols recommended for enforcing tobacco laws.

- Grantee shall comply with all requirements imposed by Comptroller concerning special requirements of law, program requirements and other administrative requirements.

C. Training Requirements

- Grantee shall designate staff to attend the technical assistance training relating to proper protocols for conducting tobacco enforcement activities, including controlled buys, compliance inspections, compliance education, financial reporting and other duties as prescribed by Senate Bill 55, 75th Legislature.

- Grantee shall ensure attendance at training events by local law enforcement officer(s) responsible for conducting the tobacco enforcement activities who can return to the department and train other officers and staff on the grant requirements and procedures covered in the training.

- No more than two Grantee department representatives are permitted to simultaneously attend grant training without prior permission from the Comptroller's office.

- Attendance at the grant training workshop is eligible as a grant expenditure in the compliance education budget category.

D. Reporting Requirements

- **Monthly Reporting** – Grantee shall submit the following reports monthly, using the appropriate reporting forms provided by the Comptroller.

  - All monthly "Minor in Possession of Tobacco – Monthly Summary" reports shall be submitted to the Comptroller by the 10th of the month immediately following the month in which the activities occurred.

  - All "Inspection/STING – Texas Cigarette/Tobacco Inspection" reports shall be submitted to the Comptroller by the 10th of the month immediately following the month in which the activities occurred.

- **Quarterly Reporting** – Grantee shall submit the following reports quarterly, using the appropriate reporting forms provided by the Comptroller.

  - The Compliance Education Quarterly Summary report shall be submitted to the Comptroller by the 15th of the month immediately following the quarter in which the activities occurred.

    - 1st Quarter covers activities performed Aug. 1, 2011– Nov. 30, 2011
    - 2nd Quarter covers activities performed Dec. 1, 2011 – Feb. 28, 2012
    - 3rd Quarter covers activities performed March 1, 2012 – May 31, 2012
    - 4th Quarter covers activities performed June 1, 2012 – Aug. 31, 2012

  - The Financial Status Report shall be submitted to the Comptroller by the 15th of the month immediately following the periods listed above.

- **Recordkeeping** – Grantee shall maintain specific and accurate financial records including receipts for all expenditures, copies of all enforcement reports including all citations issued, as well as any other detailed documentation of all enforcement, education and grant communication activities, such as certified mail receipts or fax confirmation sheets, which are reported for and funded by this grant. If requested by the Comptroller, Grantee shall provide copies of said records.

- ***Submit reports by mail or fax to:***

Texas Comptroller of Public Accounts
Attention: SB55, Account Maintenance
P.O. Box 13528
Austin, Texas 78711-3528
FAX: (512) 463-3268

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TOBACCO COMPLIANCE GRANT TRAINING FOR LAW ENFORCEMENT

MANDATORY TRAINING

As a new or renewing law enforcement agency recently awarded a tobacco compliance grant by the Texas Comptroller's Office, representatives from your agency are required to attend a technical assistance workshop. Information regarding grant administration and compliance will be presented. There is no cost to register. Travel related expenses are eligible grant expenditures under the Compliance Education (Retailer & Judicial Education) budget category.

Who is required to attend: One officer who will (1) conduct the tobacco compliance education and enforcement activities, and (2) return to the department and train officers and other staff on the grant requirements and procedures covered in the training.

Please select (✓) the training date from the choices below, complete the information in the box, and submit the registration form by the **registration deadline for the training date selected**, to the Texas Comptroller's Office, Fax: 512-463-3268.

Training Date	Location	Registration Deadline
☑ **Tuesday, August 16, 2011**	**Austin**	**Monday, August 05, 2010**
☐ **Thursday, August 25, 2011**	**Dallas**	**Monday, August 12, 2010**

Please complete ALL information below
(If you need to train more than one person, contact CPA for available seating at 512/475-1551)

Agency Name: Hidalgo County Pct #3 Constable Department

1) Horacio Sanchez (Attendee's Full Name) Chief Deputy (Title) (Grant Function/Role)

Grant Contact Name: Horacio Sanchez E-Mail: horacio.sanchez@co.hidalgo.tx.us

Phone: 956-581-6800 Ext.: 3304 Fax: (956)519-4245

Agency Address: 730 North Breyfogle Rd Suite B

City: Mission, **Texas** Zip: 78572

TCLEOSE (law enforcement only)

☐ TCLEOSE Requested PID# 21793 DOB: 02/03/1969

Signature: Horacio Sanchez Date: 06/28/2011

TCLEOSE (law enforcement only)

- Mark with an "X" if accredit hours to TCLEOSE training are requested.
- Provide your PID# in the space provided, along with your date of birth (DOB). Use two digits for month, two digits for day, and four digits for year. (MM/DD/YYYY)
- Please sign your name and date. Use two digits for month, two digits for day, and four digits for year. (MM/DD/YYYY)

Fax the registration form to Texas Comptroller's Office, 512-463-3268 prior to deadline listed above.

All workshops funded by the Texas Comptroller of Public Accounts.

DATE: June 29, 2011

2011
Appropriation

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DBM for CONST. PCT NO. 3 (TOBACCO COMP. GRANT)

ACCOUNT NUMBER: 1-1284-421-00-293-015-2-XXX

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-00-293-015-2-131	CONST. PCT 3 TOBACCO COMP. - OVERTIME	$5,080.92
1-1284-421-00-293-015-2-211	CONST. PCT 3 TOBACCO COMP. - HEALTH	$196.32
1-1284-421-00-293-015-2-220	CONST. PCT 3 TOBACCO COMP. - FICA	$388.69
1-1284-421-00-293-015-2-230	CONST. PCT 3 TOBACCO COMP. - RETIREMENT	$487.77
1-1284-421-00-293-015-2-250	CONST. PCT 3 TOBACCO COMP. - UNEMPLOYMENT COM	$25.40
1-1284-421-00-293-015-2-583	CONST. PCT 3 TOBACCO COMP. - OUT OF COUNTY TRAVEL	$469.60
1-1284-421-00-293-015-2-626	CONST. PCT 3 TOBACCO COMP. - GASOLINE/DIESEL	$651.30
1-1284-334-10-293-015-2-000	CONST. PCT 3 TOBACCO COMP. - REVENUE	$7,300.00
	TOTAL BUDGET INCREASE (DECREASE)	**7,300.00**

REASON: TO APPROPRIATE GRANT FUNDS IN THE TOTAL AMOUNT OF $7,300.00 AWARDED TO HIDALGO COUNTY FROM THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS (TOBACCO COMPLIANCE GRANT) FOR OVERTIME WAGES, FRINGE BENEFITS AND OPERATING EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

June 29, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Comptroller of Public Accounts. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$7,300.00	Tobacco Compliance Grant

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/30/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-27339 **8.A.**

Border Security Crime Reduction Operation

CC REGULAR

Date:	07/05/2011
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Authorization and Approval to accept the Border Security Crime Reduction Operation Grant (DJ-Edward Byrne Memorial Justice Assistance Grant Program) from the Office of the Governor, Criminal Justice Division (CJD), for the Hidalgo County Sheriff's Office and Constable Precinct 3 Office in the amount of $259,104.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the Border Security Crime Reduction Operation Grant.
3. Approval of Budget Amendment for $221,044.00 representing the Hidalgo County Sheriff's Office portion of the grant award.

BACKGROUND

Approval to apply for the grant was authorized by Commissioners' Court on 08/17/10 (AI-22466).

Grant Number: DJ-10-A10-22816-01
Grant Period: 10/01/10 to 09/30/11

Grant Award:

Hidalgo County Sheriff's Office	$221,044.00	
Constable Precinct 3	$38,060.00	(Constable Pct #3 Appropriation--> AI# 27360 7-5-11)
Total	$259,104.00	

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-421-00-280-082-1-748

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $221,044.00 for the Border Security Crime Reduction Operation Grant.

Revenue account--> 1-1284-331-12-280-082-1-000 Revenues (Border Security Crime Reduction Operation Grant)

No local cash match is required.

Reference: Contable Pct #3 Appropriation--> AI#27360 7-5-11

Attachments

Link: Border.Security.Award

Link: border security budget

Link: Certification of Revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 01:52 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/01/2011 08:13 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW
Form Started By: Emilia Uriegas			Started On: 06/29/2011 12:44 PM	
Final Approval Date: 07/01/2011				

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

February 23, 2011

Mr. Ramon Garcia
Hidalgo County Judge
Hidalgo County
711 EL Cibolo Road
Edinburg, Texas 78542-0471

Dear Judge Garcia:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	DJ-10-A10-22816-01	**CFDA or State ID:**	16.738
Program Fund:	DJ-Edward Byrne Memorial Justice Assistance Grant Program		
Grantee Name:	Hidalgo County		
Project Title:	Border Security Crime Reduction Operation		
Grant Period:	10/01/2010 - 09/30/2011		
Liquidation Date:	12/29/2011		
Date Awarded:	February 23, 2011		
CJD Grant Manager:	Ashley Randall		

CJD Award Amount:	$259,104.00
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$259,104.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1

DATE: June 29, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Border Security Crime Reduction Operation

ACCOUNT NUMBER: 1-1284-421-00-280-082-1-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
1-1284-421-00-280-082-1-748	Other Equipment	221,044.00

TOTAL APPROPRIATIONS **221,044.00**

1-1284-331-12-280-082-1-000	Criminal Justice Division (CJD)--Border Security Crime Reduction Operation	221,044.00

TOTAL REVENUES **221,044.00**

REASON: **To appropriate budget for the Border Security Crime Reduction Operation Grant from the Office of the Governor, Criminal Justice Division (CJD). This amount represents the Hidalgo County Sheriff's Office portion of the $259,104.00 grant award.**

The remaining balance of $38,060.00 is awarded to the Office of Constable Precinct 3.

Grant Number: DJ-10-A10-22816-01 **Grant Period: 10/01/10 to 09/30/11**

DEPARTMENT HEAD SIGNATURE

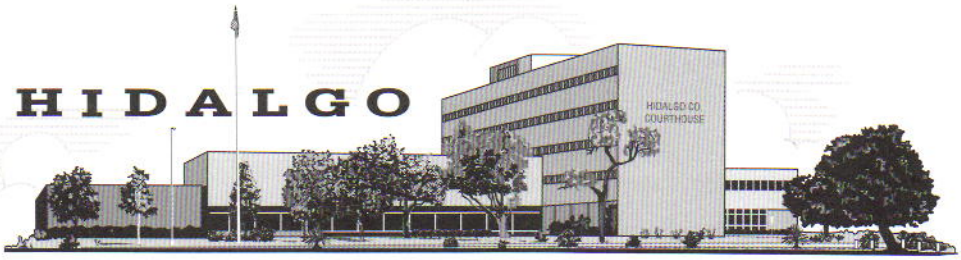
/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

June 29, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Office of the Governor, Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$259,104.00	DJ-10-A10-22816-01 Border Security Crime Reduction Operation (JAG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/30/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-27341 **9.B.**

Planned Parenthood Agreement

CC REGULAR

Date:	07/05/2011
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting acceptance and approval of a service agreement between Hidalgo County Health & Human Services and Planned Parenthood, the purpose of this agreement is to establish a referral system for family planning clients when their birth control method of choice is not available and/or provided by Hidalgo County Health & Human Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The purpose of this agreement is to establish a referral system.

Attachments

Link: Planned Parenthood

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 01:42 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/30/2011 10:14 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Josie Escalante — Started On: 06/29/2011 01:28 PM

Final Approval Date: 07/01/2011

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
AND
PLANNED PARENTHOOD ASSOCIATION OF HIDALGO COUNTY, TEXAS, INC
SERVICE AGREEMENT

I. Linkage Organizations

The purpose of this agreement is to establish a referral system between the Hidalgo County Health & Human Services Department (HCHHSD) and Planned Parenthood Association of Hidalgo County, Texas, Inc. (PPAHC); and in compliance with the DSHS Policy & Procedure Manual for Titles V, X, & XX Family Planning Services. This system involves the referral of family planning clients from HCHHSD to PPAHC when their birth control method of choice is not provided at HCHHSD.

Currently, the birth control methods that are not provided at HCHHD are; vaginal barriers (female condoms, diaphragms, sponges, cervical caps) vaginal hormonal contraceptive rings, contraceptive implants, intrauterine contraceptives, emergency contraceptive pills, and female and male sterilizations. As a result, the HCHHSD and PPAHC will agree to the following project activities.

II. Project Activities

Hidalgo County Health & Human Services Department will be responsible for the following tasks:

- The HCHHSD will screen clients for service eligibility with the department's established screening system.
- The HCHHSD will educate and counsel clients seeking family planning services on all birth control methods.
- The HCHHSD will determine if the client's method of choice is available within the department. If the client's method of choice is not available, the client will be referred to PPAHC.
- The HCHHSD will complete a referral form (TDH L-29); and if the client agrees to be referred to PPAHC, the referral form, lab reports & history will be faxed to PPAHC on the day of the referral.
- The HCHHSD will provide a resource list (which includes PPAHC clinics) to non-established (walk-in) clients that do not wish to enroll in the HCHHSD family planning services.

Planned Parenthood Association of Hidalgo County, Texas, Inc. agrees to provide the following tasks:

- PPAHC will accept referrals from the HCHHSD of clients seeking the methods listed above.

- PPAHC will screen clients for eligibility as per program requirements (Title V, X, XX, WHP, XIX). Clients will not be charged more than the assessed fee.
- PPAHC will provide the birth control method of choice to clients, following agency and program standards and guidelines.

III. Indemnification

To the extent applicable under the appropriate State Laws or constitutions, PPAHC and HCHHSD shall hold each other harmless from and shall indemnify each other for any and all claims, demands, and actions based upon or arising out of any services performed by either party or its employees or agents under this Agreement, and shall defend any and all claims or demands.

IV. Terms of Agreement

This service agreement will not expire unless either party wishes to make changes and/or terminate it. If termination should be the choice, then a month's notice is appreciated.

Signatures of Approval

_____	Patricio C Gonzalez
HCHHSD Director's Signature	Patricio C. Gonzalez, MSSW-LMSW CEO Planned Parenthood Association Of Hidalgo County, TX, Inc.
_____	05-13-11
Date	Date

AI-27232 **10.A.**

Interlocal Cooperation Act for Equipment/Service Sharing

CC REGULAR

Date:	07/05/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Emergency Management

Information

CAPTION

Discussion, consideration, and approval of Interlocal Cooperation Act Agreement between the County of Hidalgo and the County of Willacy for Equipment/Service sharing.

BACKGROUND

Hidalgo County submitted a grant application on behalf of Hidalgo County, Cameron County, Willacy County Divisions of Emergency Management and the City of Brownsville Fire/Police Department, City of Harlingen Fire Department and the City of McAllen for the 2009 LEPA/SHSP Grant in the amount of $834,223.65 from DHS, TDEM and as administered by the LRGVDC for a region-wide communication system.

Grant was approved as by the state to purchase (9) repeaters as part of a regional communications project which will be disseminated/installed at each participating entity's selected location after each interlocal is approved.

This agreement is to share/transfer equipment in accordance with the grant to Willacy County. Interlocal Agreements with the other participating entities will also be presented to court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Interlocal with Willacy County

Equipment and services funded through a Grant referred as the 2009 LEAP/SHSP (State Homeland Security Grant).

The Equipment and services will be purchased by County of Hidalgo and subsequently distributed to the participating agencies via a Property transfer and pursuant to the TDEM guidelines. Funds are intended to be used for a region-wide communication system or land mobile
radio system.

The County of Hidalgo submitted a grant application on behalf of the County of Hidalgo, Cameron County, Willacy County, City of Brownsville, City of Harlingen and City of Mcallen.
The Lower Rio Grande Valley Development Council (LRGVDC) is designated as the local regional agency responsible for the disbursement of grant funds from the U.S. Department of Homeland Security (DHS) via the State of Texas Department of Emergency Management (TDEM).

Attachments

Link: INTERLOCAL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2011 02:30 PM	APRV
2	Roland Garcia	Rolando Garcia	06/23/2011 02:57 PM	APRV
3	Auditor's Office	Arcilia Duran	06/24/2011 02:36 PM	APRV
4	Budget & Management	Merlen P. Munoz	06/27/2011 08:14 AM	APRV
5	Rosalinda Cantu	Monica Badillo	06/29/2011 10:32 AM	APRV
6	Roland Garcia	Rolando Garcia	06/30/2011 03:13 PM	APRV
7	Purchasing Department	Nielda Cavazos	07/01/2011 08:45 AM	APRV

Form Started By: Erika Reyna Started On: 06/22/2011 01:17 PM

Final Approval Date: 07/01/2011

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND WILLACY COUNTY FOR EQUIPMENT/SERVICE SHARING

This AGREEMENT is made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas and Willacy County ("Participant") pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WITNESSETH:

WHEREAS, The Lower Rio Grande Valley Development Council ("LRGVDC"), is designated as the local regional agency responsible for the disbursement of grant funds from the U.S. Department of Homeland Security ("DHS") via the State of Texas Department of Emergency Management ("TDEM"), and Hidalgo, Cameron and Willacy counties and the cities within each respective county are members of the LRGVDC; and

WHEREAS, the County of Hidalgo, who submitted a grant application on behalf of the County of Hidalgo, Cameron County and Willacy County Divisions of Emergency Management, the City of Brownsville Fire/Police Department, City of Harlingen Fire Department, and the City of McAllen, and was awarded a grant hereinafter referred to as the 2009 LEAP/SHSP Grant or the "Grant", **in the amount of Eight Thirty Four Thousand Two Hundred Twenty Three and 65/100ths ($834,223.65) from DHS, TDEM and as administered via the LRGVDC, of which certain funds are intended to be used for a region-wide communication system (Lower Rio Grande Valley land mobile radio system, hereinafter "LRGV-LMRS");**

WHEREAS, The Homeland Security Advisory Committee ("HSAC"), is a subcommittee of the LRGVDC and is responsible for identifying areas of weakness as it pertains to local homeland security issues and finding solutions to address those weaknesses. HSAC membership, composed of executive-level agency appointed heads recommend solutions to the LRGVDC Executive Committee and has agreed that all projects that are to be funded with DHS funding must be regional in nature;

WHEREAS, the purpose of the Grant awarded is to assist local government agencies in the implementation of a regional communication system or land mobile radio system, allowing for alternative methods of communication for first responders;

WHEREAS, the Grant requires County of Hidalgo as the Grant recipient, to comply with certain terms and conditions more particularly described in Exhibit "A" attached hereto

and titled, Governor's Division of Emergency Management 2009 Terms and Conditions (Homeland Security Grant Program "HSGP"), and further requires any sub-recipient or Participant accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in the attached Exhibit "A";

WHEREAS, the County of Hidalgo and Participant desire to carry out DHS eligible activities and share or transfer equipment pursuant to the Grant as described in the attached Exhibit "B" – Property Transfer Record Agreement.

WHEREAS, the equipment and services will be purchased by County of Hidalgo using the County's established and approved purchasing policies and delivered to Hidalgo County. The equipment will be subsequently distributed to the participating agencies (County of Hidalgo, Cameron County, Willacy County, City of Harlingen Fire Department, City of Brownsville Police/Fire Department and City of McAllen hereinafter referred to as "Parties" and/or "Participant(s)" to this Agreement), which will be responsible for the security of the equipment and its maintenance while in the possession of each respective party for the term of the Grant;

WHEREAS, the County of Hidalgo intends to transfer certain equipment to the parties as described in the attached Exhibit "C" as a Property Transfer and pursuant to the TDEM guidelines attached hereto as Exhibit "B".

NOW, THEREFORE, Hidalgo County and Participant, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **Legal Authority**. This Agreement is made pursuant to the authority of Chapter 791 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any and all of the Parties.

2. **Scope of Agreement**. The Parties agree that the Lower Rio Grande Valley land mobile radio system, "LRGV-LMRS", described in Exhibit "C" will be made readily available, region-wide, for the purpose of communicating between emergency management agencies as requested.

3. **Records and Reports**. All Parties agree to provide and maintain all necessary records and reports that may be necessary for reimbursement of Grant funds, including but not limited to an annual accounting of the Equipment to Hidalgo County for the purposes of Grant reporting through April 15, 2012. Hidalgo County agrees it will provide Grant reporting to the Texas Division of Emergency Management/State Administration Agency as required under the Grant. Failure to maintain records and reports may result in forfeiture of the Participant's designated Grant funds.

   All Parties agree to submit to County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request and all

supporting documentation, including but not limited to general Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs, Copies of Invoices, and other related information whether or not requested by County on a monthly basis, as necessary.

All Parties agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by Hidalgo County.

4. **Suspension and Termination**. Participant understands that this Agreement may be suspended or terminated if it materially fails to comply with the provisions of the Agreement.

   If Participant fails to fulfill in a timely and proper manner its obligations under the Agreement, or violates any of the Agreement(s) or stipulations of this Agreement, then the County shall provide Participant written notice of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach by the Participant of this Agreement relate to a violation of federal law or regulation that results in TDEM or DHS demanding reimbursement from County or Participant or its successor, the County will terminate the Agreement and seek reimbursement of all funds from Participant. Participant will not be relieved from liability to the County for damages sustained by the County by virtue of any breach of this Agreement by Participant and County may withhold payments to Participant for violations of state, local or federal regulations. Should the County become aware of any activity by Participant, which would jeopardize the County's position with DHS, TDEM, or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against Participant to prevent the transaction as aforesaid. The failure of the County to exercise and right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

   It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and the Participant.

5. **Assets and Services.** Any assets purchased by Hidalgo County with Grant funds shall be procured in the form and manner so required by the County and the applicable laws of the State of Texas (as described in Paragraph 8 below). Any equipment purchased subject to the Grant will remain the property of Hidalgo County and on the County's inventory records until April 15, 2012, at which time the Grant will end.

   The County of Hidalgo will transfer equipment and services to the Parties as described in the attached Exhibit "C" subject to the TDEM guidelines and in

accordance with the Property Transfer Record Agreement attached hereto as Exhibit "B".

6. **Liability for Disallowed Costs**. The Participant understands and agrees that it shall be liable to Hidalgo County for any costs disallowed pursuant to financial and compliance audit(s) of Participant agreement funds. The Participant further understands and agrees that reimbursement to Hidalgo County of such disallowed costs shall be paid by the Participant from funds that were not provided or otherwise made available to Participant pursuant to this Agreement or any other federal contract.

7. **Indemnity Clause and Insurance Requirements.** To the extent permitted by the Texas Constitution and Texas State law, Participant agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, employees, consultants or agents and to defend county against any and all claims brought against County by elected officials, officers, employees, or agents of Participant or brought by any third person arising in any manner directly or indirectly from Participant's programs, activities or events conducted pursuant to this Agreement to the extent authorized under the law.

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

Each participant further agrees to maintain liability insurance coverage for any equipment in its possession the subject of a "Property Transfer Record Agreement" as described in the TDEM guidelines attached as Exhibit "C" at any time during the Grant period or after expiration of the Grant period.

8. **Procurement**. The Parties agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

9. MISCELLANEOUS PROVISIONS.

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

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

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

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

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

If to County: County of Hidalgo
P.O. Box 1356
Edinburg, TX 78539

If to Participant: County of Willacy
576 W. Main
Raymondville, TX 78580

Each notice, demand, request or communication which shall be delivered to 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.

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

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

Assignment. This Agreement shall not be assignable by Participant. County may assign this Agreement without the consent of Participant.

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

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

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

WITNESS THE HANDS OF THE PARTIES effective as of the 12 day of May, 2011.

Participant John F. Gonzales, Jr
Willacy County Judge

Ramon Garcia
Hidalgo County Judge

Attest:

Terry Flores

EX OFFICIO CLERK WILLACY COUNTY COMMISSIONERS COURT TEXAS

Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVE AS TO FORM:

By: Josie L. Ramirez
Assistant District Attorney – County Affairs

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

EXHIBIT A

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf. The recipient agrees to fund any multi-state or multi-urban area investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website http://www.citizencorps.gov and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - http://www.fema.gov/government/grant/hsgp/index.shtm. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. Measure of Liability. TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. TDEM's Right to Terminate. TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- Copy of cancelled check
- Screen print of General Ledger account showing funds have been encumbered
- Credit Card Statement showing purchase of the items
- Payroll journal for individuals showing rate of pay and hours worked
- Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see *http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtm*

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at *http://www.fema.gov/emergency/nims/* .

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) *http://www.ojp.usdoj.gov/financialguide/*

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principals for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention and Accessibility of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at *http://www.ojp.usdoj.gov/odp/docs/bulletins.htm* and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29 ;
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. *http://www.statutes.legis.state.tx.us/?link=GV*

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A ;
The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm ;
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) *http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf*

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. *http://www.fema.gov/emergency/nims*

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at *http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html* and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT ;
http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtm

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, *http://www.statutes.legis.state.tx.us/?link=GV* ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141

Sub-recipients must also comply with 44, C.F.R., Part 13,
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;
with 2C.F.R. Part 215 *http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215* , 2C.F.R. Part 225, Part 220 and Part 230.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116,
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County Emergency Management
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner, Ste. G Edinburg, TX 78539
Street/Mailing Address, City, County, Zip

Oscar Montoya, Emergency Management Coordinator
Printed Name and Title

Signature Date

Transferred To: Willacy County Emergency Management
Name of Organization (Homeland Security Grant Sub-Recipient)

693 S. 7th Street Raymondville, TX 78580
Street/Mailing Address, City, County, Zip

Frank Torres, Emergency Management Coordinator
Printed Name and Title

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
2009 SHSP/LEAP GRANT
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	1-Expandable Site SubSystem
Item Control Number:	
Serial Number/VIN:	
Model Number:	GRR 8000
Acquisition Date:	
Unit Cost:	$45,917.87

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

EXHIBIT B

List of Equipment

Willacy County

QTY	MODEL	ITEM	HGAC UNIT	HGAC EXTENDED
1	SQM01SUM7054A	GRT 8000 EXPANDABLE SITE SUB-SYSTEM	$ 5,100.00	$ 5,100.00
1	CA00855AA	ADD: 700/800 MHZ MID POWER	$ 5,355.00	$ 5,355.00
1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO	$10,115.00	$10,115.00
1	X591AE	ENH: ASTRO 25 SITE REPEATER SW	$ 9,095.00	$ 9,095.00
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24BRS	$ 1,785.00	$ 1,785.00
1	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER	$ 7,140.00	$ 7,140.00
1	CA1058AA	ADD: 700/800 PHASING HARNESS	$ 850.00	$ 850.00
2	CA00884AA	ADD:QTY (1) XHUB	$ 2,975.00	$ 5,950.00
1	X882H	ADD: 7.5 FT OPEN RACH, 48RU	$ 420.75	$ 420.75
10	L1700	CABLE: ¼"SUPERFLEX POLY JKT PER FOOT	$ 1.71	$ 17.10
2	DSF1TBMC	¼"BNCMALE CONNECTOR	$ 20.48	$ 40.96
2	DDN9769	¼" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE	$ 24.53	$ 49.06
		TOTAL		$45,917.87

EXHIBIT C

RISK MANAGEMENT POOL

CERTIFICATE OF GENERAL LIABILITY COVERAGE

The Texas Association of Counties Risk Management Pool) is created by Chapter 119 of the Local Government Code to enable each county to provide self insurance coverage against liability claims. The specified county participates in this Pool under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

NAME AND ADDRESS OF COVERED COUNTY:

Willacy County
546 West Hidalgo
Raymondville, TX 78580

Coverage Agreement No.: GL 2450 2010 10 02

Coverage Period: 10/2/2010 to 10/2/2011

GENERAL LIABILITY

Limits of Liability:
Bodily Injury
$100,000 per person
$300,000 per occurrence
Property Damage
$100,000 per occurrence
Deductible: $0

With respect to the following property:
property located in Sheriff's Dept.
1371 Industrial Dr.
Raymondville, TX

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 Pool. The certificate does verify that coverage has been placed in force for the period indicated above. 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 coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Certificate Holder
Lower Rio Grande Valley Development Council
Attn: Juan Gomez fax 956 628 3295
510 S. Pleasant View Dr.
Weslaco, TX 78596

Jeri Porter

Authorized Representative
Texas Association of Counties
1210 San Antonio St.
Austin, TX 78701-1834
(512) 478-8753

Certificate Issued
Wednesday, September 29, 2010

AI-27348 **10.B.**

2009 Homeland Security Grant Increase in Award Amount
CC REGULAR

Date:	07/05/2011
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Oscar Montoya
Department:	COUNTY JUDGE
Agenda Category:	Emergency Management

Information

CAPTION

1. Authorization and approval to accept the 2009 Homeland Security Grant Program (increase) from the Texas Division of Emergency Management (TDEM) in the amount of $1,104.95

2. Approval of Certification of Revenues as certified by the County Auditor for the 2009 Homeland Security Grant Program

3. Approval of 2011 appropriation of funds for the 2009 Homeland Security Grant Program from the Texas Division of Emergency Management (TDEM) in the amount of $1,104.95

BACKGROUND

This agenda item is a 2009 Grant Adjustment Notice from the Texas Department of Public Safety awarded by the Department of Homeland Security, FEMA. This is the third adjustment for the county (each time increasing the total award). Grant was presented to court and approved on October 27, 2009 for the amount of $843,860.48. Second adjustment (increase) was approved by court on September 7, 2010 in the amount of $150,134.83. Total amount of the grant $993,995.31. Third adjustment (increase) is the request for agenda item in the amount of $1,104.95 for a total award of $995,100.26.

Federal Grant Award Number 2009-SS-T9-0064
Performance Period: August 1, 2009 to April 15, 2012

Original acceptance of the grant award was on 10/27/2009 AI-17997 for $843,860.48

New total award amount is $995,100.26, an increase of $1,104.95

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1283-429-10-300-027-2-748

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

BUDGETARY IMPACT:

Revenue Account: 1-1283-331-12-300-027-2-000

Attachments

Link: adjustment notice

Link: Appropriation

Link: Certification of Revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 03:57 PM	APRV
2	Roland Garcia	Rolando Garcia	07/01/2011 08:51 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: SANDRA DELEON

Started On: 06/29/2011 03:34 PM

Final Approval Date: 07/01/2011

Texas Department of Public Safety

2009 Grant Adjustment Notice
for
Hidalgo County

Date of Award
May 17, 2011

1. Sub-Recipient Name and Address	2. Prepared by: Paynter, William GT	3. SAA Award Number: 09-GA 48215-07
Judge Ramon Garcia Hidalgo County 1615 S. Closner STE J Edinburg, TX 78539	4. **Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	2009-SS-T9-0064
	Date Federal Grant Awarded to TxDPS:	August 1, 2009
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

Total Award Amount
$995,100.26

Note: Additional Budget Sheets (Attachment A): ☐ Yes ☐ No

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
$677,399.41	$317,700.85	$0.00	$0.00	$0.00	$0.00

This award supersedes all previous awards. **Performance Period:** Aug 1, 2009 to Apr 15, 2012

6. Statutory Authority for Grant: This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act. 2009 Public Law No. 110-329.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :

13. DUE DATE: July 1, 2011

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Department of Public Safety/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TXDPS," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TXDPS and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf. The recipient agrees to fund any multi-state or multi-urban area Investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website http://www.citizencorps.gov and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - http://www.fema.gov/government/grant/hsgp/index.shtm. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TXDPS for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TXDPS until repayment to TXDPS is made and any other compliance or audit finding is satisfactorily resolved.

TXDPS Obligations

A. Measure of Liability. TXDPS shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TXDPS shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TXDPS under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TXDPS under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to TXDPS any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TXDPS or that TXDPS determines has resulted in overpayment to the Sub-recipient that TXDPS determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TXDPS within thirty (30) days after TXDPS requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TXDPS may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. TXDPS's Right to Terminate. TXDPS shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TXDPS determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TXDPS shall notify the Sub-recipient in writing prior to the thirtieth (30^{th}) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to TXDPS's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TXDPS reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TXDPS shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TXDPS's Right to Audit. Notwithstanding Subsection A of this Section, TXDPS reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TXDPS or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TXDPS for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TXDPS of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TXDPS may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TXDPS, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TXDPS retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TXDPS has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this

Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TXDPS to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- Copy of cancelled check
- Screen print of General Ledger account showing funds have been encumbered
- Credit Card Statement showing purchase of the items
- Payroll journal for individuals showing rate of pay and hours worked
- Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TXDPS.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see *http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtm*

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at *http://www.fema.gov/emergency/nims/* .

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TXDPS. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TXDPS identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TXDPS.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TXDPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TXDPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TXDPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TXDPS/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by TXDPS/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) *http://www.ojp.usdoj.gov/financialguide/*

B. In cases where local funding is established by COGs, release of funds by TXDPS is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TXDPS's obligations under this agreement are contingent upon the receipt of adequate funds to meet TXDPS's liabilities hereunder. TXDPS shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Administrator
State Administrative Agency
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0113

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principals for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention and Accessibility of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TXDPS, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. TXDPS's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TXDPS's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TXDPS's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TXDPS immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TXDPS, the Sub-recipient shall furnish immediately to TXDPS copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TXDPS harmless and to indemnify TXDPS from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party

occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TXDPS and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TXDPS or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at *http://www.ojp.usdoj.gov/odp/docs/bulletins.htm* and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TXDPS or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29 ;
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. *http://www.statutes.legis.state.tx.us/?link=GV*

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A ;
The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm ;
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) *http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf*

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. *http://www.fema.gov/emergency/nims*

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at *http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html* and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to TXDPS/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT ;
http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtm

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, *http://www.statutes.legis.state.tx.us/?link=GV* ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141

Sub-recipients must also comply with 44, C.F.R., Part 13,
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;
with 2C.F.R. Part 215 *http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215* , 2C.F.R. Part 225, Part 220 and Part 230.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116,
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, Judge Ramon Garcia (print) as the authorized official of Hidalgo County, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TXDPS and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to *www.epls.gov* and the State Debarred Vendor List *http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/*.

2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

FY 2009 HSGP

Signature _____ Date _____

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned, Judge Ramon Garcia (print), as the authorized official of Hidalgo County certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

Date

DATE: June 30, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Emergency Management (1283)

AI-27348

ACCOUNT NUMBER: 0-1283-429-10-300-027-2-XXX

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1283-429-10-300-027-2-748	HS SHSP-LEAP - OTHER EQUIPMENT	1,104.95
	TOTAL APPROPRIATION	**1,104.95**
1-1283-331-12-300-027-2-000	2009 HS SHSP-LEAP - REV	1,104.95
	TOTAL REVENUES	**1,104.95**
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

To appropriate an increase to the 2009 Homeland Security grant from Texas Division of Emergency Management in the amount of $1,104.95 (Federal Grant Award# 2009-SS-T9-0064) Ref:AI-27348 07/05/11

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

June 29, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$1,104.95	2009-SS-T9-0064 Homeland Security Grant Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/30/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-27291 **11.A.**

Budget Amendment - TDRA (Pct. 4 Drain project)
CC REGULAR

Date:	07/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ester Gonzalez
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Consideration and Approval of a Budget Amendment request to the Texas Department of Rural Affairs Disaster Recovery Program, Contract No. DRS010068. The proposed Budget Amendment request will consist of the following: (1) transfer funds from the Flood and Drainage Facilities budget line item in the amount of $73,701.25 to the Engineering/Architectural Services line item; additional funding is needed for the Pct. 1 Delta Outfall System Project, and (2) transfer funds from the Construction line item in the amount of $100,000.00 to the Acquisition line items; additional funding is needed for Pct. 4 Trenton Drain Project for acquisition purposes.

BACKGROUND

Urban County Program is requesting approval of the proposed Budget Amendment request to TDRA Contract DRS010068. Pct. 1 Delta Outfall System will require additional funding for costs associated with the USIBWC License agreement which requires a full time on-site construction inspector and geotechnical testing throughout the duration of the project (to be provided by Dos Logistics). Pct. 4 Trenton Drain Project will require additional funding for acquisition costs, condemnation costs and other legal fees.

Fiscal Impact

Attachments

Link: amendment

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/27/2011 03:10 PM	APRV
2	Perla Lopez	Perla Lopez	06/30/2011 04:13 PM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Estella Webber — Started On: 06/27/2011 02:53 PM

Final Approval Date: 07/01/2011

AMENDMENT NO. 3
EXHIBIT B
CONTRACT NO. DRS010068
COUNTY OF HIDALGO, TEXAS

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
1 a.	Water facilities	$	$	$
1 b.	Sewer facilities	$	$	$
2 .	Solid Waste Disposal Facilities	$	$	$
3 .	Other Public Utilities (Gas)	$	$	$
4 .	Street Improvements	$ 1,337,563	$ 0	$ 1,337,563
5 .	Flood and Drainage Facilities	$ 3,768,446	$ 63,718	$ 3,832,164
5 a.	Flood and Drainage - Debris Removal	$	$	$
6 .	Neighborhood Facilites/ Community Centers	$	$	$
7 .	Senior Centers	$	$	$
8 .	Centers for the Handicapped/ Sheltered Workshops	$	$	$
9 .	Parks, Playgrounds, and Other Recreational Facilities	$	$	$
10 .	Fire Protection Facilities and Equipment	$	$	$
11 .	Parking Facilities	$	$	$
12 .	Pedestrian Malls and Walkways	$	$	$
13 .	Specially Authorized Assistance to Privately Owned Utilites	$	$	$
14 .	Specially Authorized Public Facilities and Improvements	$	$	$
15 .	Public Services (LIMITED TO 15% OF REQUEST)	$	$	$
16 .	Interim Assistance	$	$	$
17 .	Rehabilitation of Private Properties (Housing)	$	$	$
17 a.	Rehabilitation of Private Properties (Water Service)	$	$	$
17 b.	Rehabilitation of Private Properties (Sewer Service)	$	$	$
17 c.	Rehabilitation - Housing Reconstruction	$	$	$

17 d.	Rehabilitation - Emergency Repairs	$		$		$	
18 .	Rehabilitation of Public Residential Structures	$		$		$	
19 .	Public Housing Modernization	$		$		$	
19 a.	Homeownership Assistance	$		$		$	
19 b.	Affordable New Housing	$		$		$	
20 .	Clearance Demolition Activities	$		$		$	
21 .	Historic Preservation	$		$		$	
22 .	Removal of Architectural Barriers	$		$		$	
23 .	Code Enforcement	$		$		$	
24 .	Acquisition	$	495,349	$	349,200 [1]	$	844,549
25 .	Relocation Payments & Assistance	$		$		$	
26 .	Economic Development Loan	$		$		$	
27 .	Economic Devel. Interest Subsidy	$		$		$	
28 .	Economic Devel. Loan Guarantee	$		$		$	
29 .	Special Activities by Local Devel. Corporations, etc.	$		$		$	
30 .	Engineering/Architectural Serv. (Total for all construction accounts)	$	261,394	$	312,190.39 [1]	$	922,784.39
31 .	Planning Study (NOT TO EXCEED 16%)	$		$		$	
31 a.	COG Planning	$		$		$	
32 .	General Administration	$		$		$	
32 a.	COG Administration	$		$		$	
33 .	Planning/Project Delivery	$	284,881	$	0	$	284,881
	Totals	$	6,147,633	$	725,108.39 [1]	$	6,872,741.39

[1] County of Hidalgo match total of $189,700 - Pct. 4 - Trenton Drain Project

County of Hidalgo Pct. No. 2 match total of $535,408.39 - Pct. 2 - Minnesota Drainage Project

DL, INC.
DOS LOGISTICS, INC

Work Proposal

Client: Hidalgo County Urban County

Project: Delta Area Outfall Drainage Improvements

Date: 6/10/2011

Scope of Work

Provide geotech testing for the above mentioned project as follow: Two (2) Standard Proctor test, Two (2) Attenberg Limits, two (2) sieve analysis, one hundred (100) nuclear density tests, sixty (60) concrete compressive strength tests. One (1) full time construction inspector as per IBWC license requirements for 120 days.

We propose to render the professional services as described in the Scope of Work in connection with the project named above. Upon acceptance of the proposed services and fees performance of the Scope of Work will begin. You will be contacted for any information necessary to perform the proposed services.

Item	Description	Fees
1	Geotech Testing & Construction Inspection (one fulltime inspector)	$ 73,701.25
2		
	TOTAL	$ 73,701.25

Client acknowledges that it has selected Dos Logistics Inc. (DLI) to perform professional services in connection with the above Scope of Work and has solicited this Fee Proposal (PROPOSAL). The fee proposal presented herein is in response to such request. If accepted as indicated by the CLIENT's signature below, this proposal shall become an agreement and be effective as of the date indicated below between Hidalgo County Urban County (CLIENT) and DLI (Engineering). CLIENT retains Engineers to perform the professional services in connection with the matter described above in Scope of Work.

CLIENT
Hidalgo County Urban County

by: _____

Title: _____

ENGINEER
Dos Logistics Inc.

Hugo P. Gonzalez PE,CFM, PMP
Manager Engineer
1002 E. Expressway 83
Weslaco, TX 78596
(956) 968-8800

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
BOUNDARY AND REALTY OFFICE

June 13, 2011

The Honorable Ramon Garcia
Hidalgo County Judge
1916 Tesoro Street
Pharr, TX 78577

Re: Review and approval for the Flood Protection Plan submitted by Tropical Contracting, LLC on behalf of Hidalgo County Drainage District No. 1

Dear Judge Garcia,

The United States Section of the International Boundary and Water Commission (USIBWC) has completed its review of the Flood Protection Plan submitted by Tropical Contracting, LLC on behalf of Hidalgo County Drainage District No. 1 (HCDD1) to support their request to work during the 2011 hurricane season. This request is supplementary to the approval of USIBWC license LSF/G-178 Amendment 1 authorizing the installation of two (2) reinforced concrete box culverts (10 ft X 10 ft), two steel pressure pipelines (12 inches in diameter), and an eighteen inch steel pressure pipe across the north levee of the North Floodway, just east of the town of La Ville, and between Mile 17 N and Mile 17 ½ N roads. The USIBWC has approved the aforementioned Flood Protection Plan subject to the following conditions:

1. The Flood Protection Plan shall be signed by a registered Professional Engineer licensed in the state of Texas.
2. As a result of the activities identified within the Flood Protection Plan the U.S. Government shall not be held liable for any expenses required to restore levees to pre-construction condition.
3. The Flood Protection Plan shall include a Point of Contacts list for all stakeholders to be utilized during emergencies.
4. A copy of the Flood Protection Plan shall be kept on site at all times during construction and shall be made available upon request.

If you have any questions regarding the above, please feel free to contact me at (915) 832-4139 or via e-mail at duane.price@ibwc.gov.

Sincerely,

Duane C. Price, P.E., R.P.S.
Boundary and Realty Officer

Ester

From: Juan Uribe [juanuribe@doslogistics.com]
Sent: Monday, June 20, 2011 4:04 PM
To: 'Ester'
Subject: RE: Pct. 1 Delta Outfall Budget Amendment request
Attachments: 20110620_164255.pdf

Ester

As per Section 013900 (Safety Specs); Part 1- Section 1.01 B, it states that the work performed by the contractor under this section shall not be paid (see attachment).
Part of this section includes the Flood Protection Plan (Part 1.05 Section A). Should you have any questions feel free to contact our office.

Thank You,
Juan

From: Ester [mailto:ester.gonzalez@ucp.co.hidalgo.tx.us]
Sent: Monday, June 20, 2011 11:24 AM
To: 'Hugo P. Gonzalez Jr.'; 'Juan Uribe'
Cc: 'Antonio Barco'
Subject: Pct. 1 Delta Outfall Budget Amendment request

Hugo,

I'm in the process of preparing a Budget Amendment Request to TDRA for the additional funding, in the amount of $73,701.25, needed for full-time Construction Inspector and the Geotech testing. However, before I submit as an amendment request we would like to ensure that we also include additional funding, to reflect potential cost(s) to be incurred by the Contractor, should we encounter a storm during the construction phase. Would you please find out what the estimated anticipated cost would be so that we can include in the amendment as well.

Thank you,
Ester Gonzalez-Garcia
Program Coordinator I
Urban County Program
Tel: 956.787.8127 ext. 2255
Fax:956.787.5291
ester.gonzalez@ucp.co.hidalgo.tx.us

SECTION 01 39 00

SAFETY

PART 1 GENERAL

1.01 RELATED DOCUMENTS, CONTRACT CLAUSES, & SPECIFICATIONS

A. The Following may not include all related documents, contract clauses, & technical specification, and does not relieve the Contractor of the responsibility of performing work associated with this specification in accordance with all terms of the Contract herein.

B. The Work performed by the Contractor under this specification shall not be paid for directly, but shall be considered subsidiary to the various Bid Items under this Contract.

1.02 SAFETY REFERENCES

A. The Contractor shall comply with all provisions of the "U.S. Army Corps of Engineers Safety and Health Requirements Manual, "EM 385-1-1, 2003; and with all applicable regulations of the Federal Occupational Safety and Health Administration (OSHA), 29CFR 1926, Construction Standards. This safety manual can be obtained from www.usace.army.mil/inet/usacedocs/engmanuals/em385_1_1 or procured by the Contractor from the US Government Printing Office, Superintendent of Documents, PO Box 371954, Pittsburg, PA 15250 7954.

1.03 NON-COMPLIANCES

A. The Contractor is responsible for being cognizant of and ensuring compliance with the requirements set forth in Section 1.2 above. Such responsibility shall apply to both the Contractor's operations and those of the Contractor's subcontractors. When violations of the safety health requirements contained in these Contract Documents or standards referenced in Section 1.2 are called to the Contractor's attention by the Government, the Contractor shall immediately correct the condition to which attention has been directed. Such notice, either oral or written, when served on the Contractor or the Contractor's representative(s), shall be deemed sufficient.

B. In the event the Contractor fails or refuses to promptly comply with the compliance directive issued under A. above, the Government may issue an order to stop all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. The Contractor shall not be entitled to any extension of time nor to any clam for damage or to additional compensation by reason of either the directive or the stop order. Failure of the Government to order discontinuance of any or all the Contractor's operation shall not relieve the Contractor of the Contractor's responsibility for the safety of personnel and property.

1.04 ACCIDENT PREVENTION PLAN

A. Prior to the initiation of Work at the jobsite, the Contractor shall submit a site specific safety plan, incorporated herein by reference as Accident Prevention Plan (APP) to the Engineer for review and compliance confirmation with the standards referenced in Section 1.2 above. The APP shall include an activity hazard analysis for each major phase of work. Jobsite mobilization will not be permitted until the APP has been compliance-confirmed by the Owner.

B. The Contractor shall provide to the Engineer a copy of the Material Safety Date Sheets for each hazardous chemical that the Contractor plans to use for any portion of the Work required by this Contract. Compliance confirmation must be received from the Owner prior to bringing any hazardous chemicals to the jobsite.

1.05 FLOOD PROTECTION PLAN

A. The work area and Project-Specific Locations are subject to flooding, and the Contractor shall be responsible for protecting the Work, existing conditions, and adjacent properties from floods and from any flood damage during the course of construction and prior to acceptance of the Work. The Contractor shall develop and submit a Flood Protection Plan that includes the design for temporary controls for protection from floods. Design elements of the Flood Protection Plan shall

be designed by a Texas-licensed or Texas-registered professional engineer and submitted to the engineer for review. The owner shall review the submittal for compliance confirmation but this shall not relieve the Contractor of the assigned responsibility under Part 1.05 of this Specification. Jobsite mobilization will not be permitted until the Flood Protection Plan has been compliance-confirmed by the Owner.

1.06 REPORTING REQUIREMENTS

A. Reporting Reports. For OSHA recordable accidents, the Contractor shall conduct a suitable investigation, complete the OSHA Form 200, latest edition, and provide to the Engineer within five (5) calendar days of the accident.

B. Notification. The Contractor shall notify the Engineer within four (4) hours of any accident meeting the definition of OSHA recordable occupational injury illness. The information shall included the Contractor's name; contract number; name of activity; location of where mishap occurred; date and time of mishap; names of personnel injured; extent of property damage, if any; and brief description of mishap (to include type of construction equipment used, personal protective equipment used, etc.) In addition to OSHA reporting requirements, initial notification shall be made of any accident involving significant mishaps.

C. Monthly Exposure Report. Monthly exposure reporting to the Engineer is required to be attached to the monthly billing request. This report is a compilation of employee hours worked for each month for all site workers, both prime and subcontractor.

D. OSHA Citation and Violations. The Contractor shall provide the Engineer with a copy of each OSHA citation, OSHA report, and Contractor response. The Contractor shall correct violations and citations promptly and provide written corrective actions to the Engineer.

1.07 SECURITY REQUIREMENTS

A.

It shall be the contractor's responsibility to furnish their own security for personnel and to safeguard their equipment during the entire project lifecycle. This shall include but not limited to actual project sites, and/or staging areas and storage facilities. The Customs and Border Patrol shall not provide security for the contractor. The Border Patrol agents shall respond to routine security matters/threats if and when they occur. A call in number shall be provided for the USBP to be used in emergency situations. As part of the security requirement, the contractor shall be responsible for the development of a Security Plan in conjunction with the Health and Safety Plan. The detailed Security Plan shall include details such as, but not limited to; "fall back positions", evacuation routines and methods, muster area, medical staff members/availability, number of security personnel, qualifications, years of experience, etc in the event of a hostile attack. This plan shall be reviewed by USACE Safety and Security Officers for inspection and final approval prior to activities. The contractor shall also be responsible for ensure that all employees assigned to the job site(s) shall have a criminal background check performed and properly vetted. These individuals shall be display a company picture ID badges complete with ID numbers (i.e. drivers lic #, or ID alien registration numbers) and company logos for easy identification by agents from CBP. Furthermore, the contractor shall be responsible for submitting a list of all personnel required at the jobsites for verification by CBP prior to conducting activities. Activities include, but are not limited to; site investigations, surveys, and construction. Any personnel having questionable history/backgrounds shall be rejected and not authorized to enter the jobsite. This list marked "CONFIDENTIAL" shall be submitted to the Engineer for validation purposes.

B.

Personnel entering in or working on Federal property may be screened and checked for criminal history and proper immigration status. To facilitate the screening and checking of each employee entering in or working on Federal property, the General Contractor shall submit:

- The individual's full name
- Company Name
- Date of Birth (DOB)
- Social Security Number
- Driver's Licenses and/or State Identification Number
- Place of Birth (POB)

A1102

Contract Budget Change Form

☑ Amendment No. 4 ☐ Modification No.

Grant Recipient: Hidalgo County Urban County Program TxCDBG Contract No. DRS010068

Activity	Original Budget	Other Funds	Current Budget	Present (+/-) $ Change	
4. Street Improvements	$1,337,563		$1,337,563.00		$1,337,563.00
5. Flood and Drainage Facilities	$3,768,446.00	$63,718.00	$3,832,164.00	($173,701.25)	$3,658,462.75
24. Acquisition	$495,349.00	$349,200	$844,549.00	$100,000.00	$944,549.00
30. Engineering/Architectural Services (Total for all construction accounts)	$261,394.00	$312,190.00	$573,584.39	$ 73,701.25	$ 647,285.25
33. Planning/Project Delivery	$284,881.00		$284,881.00		$284,881.00
Total	$6,147,633.00	$725,108.00			$6,872,741

[2] County of Hidalgo DRS010068 Contract amendment request; City of San Juan ceding funds to Hidalgo County
[3] County of Hidalgo Precinct No. 2 match total of $535,408.39 for the Minnesota Drain Project (Pct. 2 City of San Juan, Texas)
County of Hidalgo Precinct No. 4 Trenton Drain Project match total of $ 189,700
County of Hidalgo Total Matching funds: $725,108

In accordance with Section 16(D) of all TxCDBG Contracts, the above-mentioned Grant Recipient certifies that this request, as indentified in the Budget (Exhibit B) meets all of the following conditions:

- The cumulative dollar amount of all non-amended transfers among direct budget categories *is less than or equal to ten percent (10%)* of the total amount of the contract as specified in Section 4(C) of the contract (or 5% of the total amount of the Texas Capital Fund contract as specified in Section 16(D) of the TCF contract).

- The transfer will not change the scope or objective of the project(s) funded through the TxCDBG contract.

The transfer of funds is needed for the following reasons: The Right of Way Department for the Hidalgo County is requesting an additional modification amount of $ 100,000.00 to be included to the original funds approval for the Trenton Drain Project in Precinct No.4. Pct. No. 1 Delta Outfall System will require additional funding for costs associated with the USIBWC License agreement in the amount of $ 73,701.25 which requires a full time on-site inspector and geotechical testing services .

Date: June 28, 2011 Signed: _____
Chief Elected Official

AI-27293 **11.B.**

ESG Subrececipient Agreements
CC REGULAR

Date:	07/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Pete de la Cruz
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Emergency Solutions Grant Program Subrecipient Agreements with the following for Program Year 24 (2011). (See attached exhibits)

Advocacy Resource Center for Housing (ARCH)	Mujeres Unidas/Women Together
American Red Cross	
Catholic Charities of the RGV	

BACKGROUND

Subrecipient	Total Funding Amount
Advocacy Resource Center for Housing (ARCH)	$ 58,657.00
American Red Cross	$ 44,438.00
Catholic Charities of the RGV	$ 56,944.00
Mujeres Unidas/Women Together	$191,745.00

Fiscal Impact

Attachments

Link: ARCH

Link: American Red Cross

Link: Catholic Charities

Link: Women Together

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/28/2011 09:37 AM	APRV
2	Perla Lopez	Perla Lopez	07/01/2011 11:16 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Estella Webber — Started On: 06/27/2011 03:03 PM

Final Approval Date: 07/01/2011

STATE OF TEXAS {

COUNTY OF HIDALGO {

2011 – YR 24
EMERGENCY SOLUTION GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the 5th day of July, 2011 by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Advocacy Resource Center for Housing (ARCH)**, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

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

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grant Program activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$58,657.00** enumerated in **Exhibit B: Payment Schedule**.

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

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

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C*:* Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESG funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations” (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached).

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County-Urban County Program and Advocacy Resource Center for Housing (ARCH).**

SECTION XI

Assets

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

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

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

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESG funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

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

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

SECTION XIV
Procurement

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

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

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

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

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

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

Venue and jurisdiction of any suit, right or cause of action arising under or in connection

with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVIII
Miscellaneous Provisions

14.01 **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.

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

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

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

14.05 **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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

Hidalgo County
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**:

Advocacy Resource Center for Housing
2705 Buddy Owens
McAllen, TX 78504
Fed I.D. # 74-2742006

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

14.06 **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.

14.07 **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.

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

14.09 **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.

14.10 **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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **5th day of July, 2011**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **5th day of January 5, 2013. *Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP).). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2011.

_____
San Juanita Maldonado, Executive Director
Executing Official

Subrecipient Firm Name: **Advocacy Resource Center for Housing**
2507 Buddy Owens
McAllen, TX 785804
Fed I.D. # 074-2742006

STATE OF TEXAS }
}
COUNTY OF HIDALGO

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

Subscribed and sworn to before me this ____ day of _____, 2011.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

See Attachments

.

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit A

STATEMENT OF WORK

Describe the type and amounts of services provided by your agency that will result from the use of grant funds. (Please explain in detail. If additional space is needed, use additional paper.)

The funding of Emergency Shelter Grant (ESG) for FFY24 – 2011 - 2013 **will be:**

Please be specific in your proposed statement of work

The advocacy Resource Center for Housing will be helping individuals /families prevent Homelessness by assisting them with rent or security deposit assistance, utility disconnection prevention or Foreclosure prevention assistance.

List the proposed type of expenditure(s) utilizing ESG funds.
Essential Services: $ 29,329.00
Homeless Prevention: $ 29,328.00
Operations: $ _____
Administrative: $_____

1. Essentials funds - will pay for salaries & fringe benefits of a staff person who will service participants seeking assistance with ESG funds.

2. Homeless Prevention - funds will be used to pay for approved assistance to clients who meet all eligibility requirements. Assistance payment s will be paid directly to venders/Landlords for the prevention of homelessness.

3. Operating Funds – will pay organizational operating cost such as: $ -0-
   a. Rent: _____
   b. Utilities /Telephone: _____
   c. Office supplies: _____
   d. Cleaning Supplies: _____
   e. Equipment Lease: _____
   f. Travel /training/mileage: _____
   g. Insurance _____
   h. Staff Salaries: _____

4. Administrative Funds – will allocate 7.5% of total grant amount to help pay for : $ -0-
5.
   a. Financial Accounting setting: $ -0-

The following services will be performed in this manner.
At the time the individuals/families come in or call in seeking assistance with rent assistance, House security deposit, utilities (Light-water-gas (propane) assistance or foreclosure assistance; clients will be informed of the qualifying criteria. The client will undergo a pre-screening assessment to determine is client is eligible for assistance. Once it is determined that the client qualifies for assistance an appointment will be given to him/her to come in and fill out an application and obtain information for the application process. The client will be informed about

what support documentation they will need to bring to us. Eligible clients will also undergo financial counseling as part of the prerequisite to receiving assistance. Upon attending financial counseling, we will secure a complete application for assistance. The application will be reviewed by the Program director to ensure client has provided us with all requested support documentation. Assistance checks will be issued to vendors only - such as landlords, realty companies, utility company, bank or Mortgage Company. No checks will be made to give to the client directly.

The following services will be expanded /added as a result of ESG funds.
As a result of ESG award: funds will help ARCH provide an increase in services in the area of assistance to clients needing to pay arrears in rent to prevent them from becoming homeless or for those needing monies to pay a house security deposit to get them into a home after having been evicted, thus preventing homelessness. The ESG funds will also help ARCH provide a new service. The new assistance will be used to help clients pay their Utilities such as (light-water-gas (Propane) that if disconnected at times can be grounds for eviction. The other new services will be to use ESG funds to assist in preventing foreclosure of a purchased home. Foreclosure can happen when the tenant suffers a sudden reduction in income or are experiencing unexpected inflated housing rates that can lead to foreclosure.

All assistance will be provided to low, extremely low and/or moderate income residents that need paying rent, rent arrears, security deposit, utility assistance or foreclosure prevention that can many times result from a proven hardship.

The following types of beneficiaries will be served.
Describe beneficiaries, estimated numbers serviced, economic background and area of residency.
ARCH'S typical applicant for assistance is an individual/family whose income falls with the US-HHS poverty income guidelines for CSBG, CEAP, WAP and ESGP. ARCH uses the 100% or lower general policy issuance to determine eligibility. All of these families earn $10,400.00 or less per year and usually have 1 to 4 children or dependants relying on them. The area of residency varies but we service all of Hidalgo County and we estimate servicing an estimated 165 - 220 clients this FFY 24 of 2011 - 2013.

The services will be provided at the following address and /or location(s).
Currently ARCH only has one location out of which our services will be provided from. The address is 2507 Buddy Owens, McAllen, Texas 78504

Initials _____

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Essential Services	**$ 29,329.00**
Homeless Prevention	**$ 29,328.00**
TOTAL GRANT BUDGET:	**$ 58,657.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2011 - 2012 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2011	$3,258.72	maint. & operations, essential services for the 4 centers.
Aug. 2011	$3,258.72	maint. & operations, essential services for the 4 centers.
Sept. 2011	$3,258.72	maint. & operations, essential services for the 4 centers.
Oct. 2011	$3,258.72	maint. & operations, essential services for the 4 centers.
Nov. 2011	$3,258.72	maint. & operations, essential services for the 4 centers.
Dec. 2011	$3,258.72	maint. & operations, essential services for the 4 centers.
Jan. 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
Feb. 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
March 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
April 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
May 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
June 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
July 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
Aug. 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
Sept. 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
Oct. 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
Nov. 2012	$3,258.72	maint. & operations, essential services for the 4 centers.
Dec. 2012	$3,258.76	maint. & operations, essential services for the 4 centers.
TOTALS:	$58,657.00	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

20 11 - 2012 **For the Months of...**	**Number of Beneficiaries**	**Services**
July 2011	10	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2011	10	Emergency Shelter; maint. & operations and essential services to 4 centers
Sept. 2011	10	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2011	10	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2011	10	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2011	10	Emergency Shelter; maint. & operations and essential services to 4 centers
Jan. 2012	10	Emergency Shelter; maint. & operations and essential services to 4 centers
Feb. 2012	10	Emergency Shelter; maint. & operations and essential services to 4 centers
March 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
April 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
May 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
June 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
July 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
Sep. 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2012	11	Emergency Shelter; maint. & operations and essential services to 4 centers
Total Unduplicated Year	190	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2011 – YR 24
EMERGENCY SOLUTION GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **5th day of July, 2011** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **American Red Cross**, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

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

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grant Program activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$44,438.00** enumerated in **Exhibit B: Payment Schedule**.

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

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

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C*:* Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESG funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities

undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Nonprofit Organizations” (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached).

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County-Urban County Program and American Red Cross.**

SECTION XI
Assets

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

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

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

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESG funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

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

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

SECTION XIV
Procurement

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

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

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

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

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

14.01 **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.

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

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

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

14.05 **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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

Hidalgo County
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**:

American Red Cross
425 W. State / P.O. Box 2202
Harlingen, TX 78551
Fed I.D. # 74-1152595

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

14.06 **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.

14.07 **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.

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

14.09 **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.

14.10 **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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **5th day of July, 2011**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **5th day of January, 2013** ***Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP).). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2011.

_____
Estella De Anda, Director
Executing Official

Subrecipient Firm Name:

American Red Cross
425 W. State / P.O. Box 2202
Harlingen, TX 78551
Fed I.D. # 74-1152595

STATE OF TEXAS }
}
COUNTY OF HIDALGO

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

Subscribed and sworn to before me this _____ day of _____, 2011.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

See Attachments

.

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit A

AMERICAN RED CROSS SOUTH TEXAS CHAPTER

2011 Statement of Work

Describe the type and amounts of services provided by your agency that will result from the use of grant Funds.

A. The funding of American Red Cross South Texas Chapter will provide emergency:

1. Shelter
2. Food
3. Clothing

B. As a result of the funding we hope:

1. To increase our assistance to meet 100% of the County's disaster caused emergency shelter needs.

2. To expand our program to meet 100% of the County's disaster caused essential needs. (Food, clothing and shelter)

C. The services provided will benefit every citizen in Hidalgo County left homeless due to some natural disaster. Over 95% of these families are in the annual income range of from $0 - $14,999.

D. Services will be provided:

1. At the disaster site

Or

2. Pharr Service Center located at 425 West State Street, Pharr, Texas.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Maintenance & Operations	**$44,438.00**
TOTAL GRANT BUDGET:	**$ 44,438.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2011 - 2012 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2011	$2,468.77	maint. & operations, essential services for the 4 centers.
Aug. 2011	$2,468.77	maint. & operations, essential services for the 4 centers.
Sept. 2011	$2,468.77	maint. & operations, essential services for the 4 centers.
Oct. 2011	$2,468.77	maint. & operations, essential services for the 4 centers.
Nov. 2011	$2,468.77	maint. & operations, essential services for the 4 centers.
Dec. 2011	$2,468.77	maint. & operations, essential services for the 4 centers.
Jan. 2012	$2,468.77	maint. & operations, essential services for the 4 centers.
Feb. 2012	$2,468.77	maint. & operations, essential services for the 4 centers.
March 2012	$2,468.77	maint. & operations, essential services for the 4 centers.
April 2012	$2,468.77	maint. & operations, essential services for the 4 centers.
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Sept. 2012	$2,468.77	maint. & operations, essential services for the 4 centers.
Oct. 2012	$2,468.77	maint. & operations, essential services for the 4 centers.
Nov. 2012	$2,468.77	maint. & operations, essential services for the 4 centers.
Dec. 2012	$2,468.91	maint. & operations, essential services for the 4 centers.
TOTALS:	$44,438.00	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

20 10 - 2011 **For the Months of...**	**Number of Beneficiaries**	**Services**
July 2011	25	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2011	25	Emergency Shelter; maint. & operations and essential services to 4 centers
Sept. 2011	25	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2011	26	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2011	26	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2011	26	Emergency Shelter; maint. & operations and essential services to 4 centers
Jan. 2012	26	Emergency Shelter; maint. & operations and essential services to 4 centers
Feb. 2012	26	Emergency Shelter; maint. & operations and essential services to 4 centers
March 2012	26	Emergency Shelter; maint. & operations and essential services to 4 centers
April 2012	26	Emergency Shelter; maint. & operations and essential services to 4 centers
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Oct. 2012	26	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2012	26	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2012	26	Emergency Shelter; maint. & operations and essential services to 4 centers
Total Unduplicated Year	465	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2011 – YR 24
EMERGENCY SOLUTION GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **5th day of July, 2011** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Catholic Charities**, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

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

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The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grant Program activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$56,944.00** enumerated in **Exhibit B: Payment Schedule**.

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

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

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

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SUBRECIPIENT and **ENTITY** agree that all unused ESG funds will be returned to **ENTITY** at the end or termination of this agreement.

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Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities

undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
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SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

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Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached).

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County-Urban County Program and Catholic Charities.**

SECTION XI
Assets

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

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

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

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESG funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is bein provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

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

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

SECTION XIV
Procurement

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

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

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

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

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

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

Venue and jurisdiction of any suit, right or cause of action arising under or in connection

with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVIII
Miscellaneous Provisions

14.01 **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.

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

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

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

14.05 **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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

Hidalgo County
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**:

Catholic Charities
700 N. Virgen de San Juan Blvd.
San Juan, TX 78589
Fed I.D. # 68-0599307

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

14.06 **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.

14.07 **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.

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

14.09 **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.

14.10 **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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **5th day of July, 2011**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **5th day of January, 2013. *Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP).). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2011.

_____
Sister Norma Pimentel, Executive Director
Executing Official

Subrecipient Firm Name:

Catholic Charities
700 N. Virgen de San Juan Blvd.
San Juan, TX 78589
Fed I.D. # 68-0599307

STATE OF TEXAS }
}
COUNTY OF HIDALGO

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

Subscribed and sworn to before me this ____ day of _____, 2011.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

EXHIBIT A
STATEMENT OF WORK

Describe the type and amounts of services provided by your agency that will result from the use of grant funds. (Please explain in detail. If additional space is needed, use additional paper.)

The funding of ___Emergency Solutions Grant_____ will be:

Please be specific in your proposed statement of work.

The following services will be performed in this manner.

Individual/families at risk of homelessness and in need of rent assistance and/or utilities assistance will be informed of qualifying criteria for financial assistance under ESG funding. The initial intake assessment of client will provide all necessary documentation that will help determine if client is eligible for assistance. If the client meets the requirements for eligibility for services an appointment will be scheduled with the case manager to determine the type of financial assistance granted and to work with client in achieving self-sufficiency. Financial assistance checks will be issued out to venders (landlords, utility company).

The following services will be expanded/added as a result of ESG funds.

ESG funds will help increase services in the area of financial assistance (rent, utilities) to clients who are at risk of homelessness.

The following type of beneficiaries will be served.

Program beneficiaries will be for Hidalgo County residents from moderate economic backgrounds that are earning 100% or less than the U.S. poverty income eligibility guidelines. CCRGV estimates to assist approximately 150 – 200 individuals/families.

The services will be provided at the following address and/or location(s).

Catholic Charities of the Rio Grande Valley
700 N. Virgen de San Juan Blvd.
San Juan, TX 78589

Exhibit B
PAYMENT SCHEDULE

See Attachments

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Essential Services	**$ 23,472.00**
Homeless Prevention	**$ 33,472.00**
TOTAL GRANT BUDGET:	**$ 56,944.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2011 - 2012 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2011	$3,163.55	maint. & operations, essential services for the 4 centers.
Aug. 2011	$3,163.55	maint. & operations, essential services for the 4 centers.
Sept. 2011	$3,163.55	maint. & operations, essential services for the 4 centers.
Oct. 2011	$3,163.55	maint. & operations, essential services for the 4 centers.
Nov. 2011	$3,163.55	maint. & operations, essential services for the 4 centers.
Dec. 2011	$3,163.55	maint. & operations, essential services for the 4 centers.
Jan. 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
Feb. 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
March 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
April 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
May 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
June 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
July 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
Aug. 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
Sept. 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
Oct. 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
Nov. 2012	$3,163.55	maint. & operations, essential services for the 4 centers.
Dec. 2012	$3,163.65	maint. & operations, essential services for the 4 centers.
TOTALS:	$56,944.00	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

20 11 - 2012 For the Months of...	Number of Beneficiaries	Services
July 2011	8	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2011	8	Emergency Shelter; maint. & operations and essential services to 4 centers
Sept. 2011	8	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2011	8	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2011	7	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2011	7	Emergency Shelter; maint. & operations and essential services to 4 centers
Jan. 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
Feb. 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
March 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
April 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
May 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
June 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
July 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
Sep. 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2012	7	Emergency Shelter; maint. & operations and essential services to 4 centers
Total Unduplicated Year	130	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2011 – YR 24
EMERGENCY SOLUTION GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **5th day of July, 2011** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Mujeres Unidas/Women Together**, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

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

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Solutions Grant Program activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$191,745.00** enumerated in **Exhibit B: Payment Schedule**.

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

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

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESG funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities

undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached).

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

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Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County-Urban County Program and Mujeres Unidas/Women Together.**

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Assets

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Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

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

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SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESG funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

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Indemnity Clause

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

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

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Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

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

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

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

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with this Agreement shall lie exclusively in Hidalgo County.

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Miscellaneous Provisions

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

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If to **ENTITY**:

Hidalgo County
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**:

Mujeres Unidas/Women Together
511 N. Cynthia
McAllen, TX 78501
Fed I.D. # 74-2007536

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

14.06 **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.

14.07 **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.

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

14.09 **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.

14.10 **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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **5th day of July, 2011**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **5th day of January, 2013. *Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP).). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2011.

_____
Estella De Anda, Director
Executing Official

Subrecipient Firm Name: **Mujeres Unidas/Women Together**
Address: 511 N. Cynthia
McAllen, TX 78501
FED,I.D.#74-2007536

STATE OF TEXAS }
}
COUNTY OF HIDALGO

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

Subscribed and sworn to before me this _____ day of _____, 2011.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

Exhibit A
Statement of Work

The funding of $191,745 will be utilized to provide the following services:

Emergency Shelter - Staff will provide emergency shelter for victims of domestic violence and sexual assault including children. Essential services are provided by staff including programs for children.
Transitional Supportive Housing – Staff provide longer-term housing (for 18 months) and the caseworker provides case management for victims of domestic violence, sexual assault and child abuse. Life skills, parenting and therapeutic interventions are part of their case management throughout their involvement in the program.
McAllen Satellite Outreach Center – Staff provide outreach to the community, legal advocacy, crisis intervention on the telephone hotline and face-to-face counseling. Provide information and referrals to Medical/MHMR and other social service agencies.
Weslaco Satellite Outreach Center - Staff provide outreach to the community, legal advocacy, crisis intervention on the telephone hotline and face-to-face counseling. Provide information and referrals to Medical/MHMR and other social service agencies.
Women Together Family Justice Center – Staff provide counseling for individuals and groups. Direct rape crisis services, legal advocacy, telephone hotline, crisis intervention, community education, and outreach & support groups for victims are part of the services provided. Provide information and referrals to Medical/MHMR and other social service agencies.

The following services will be performed in this manner:
Agency staff will provide the stated services at the specified locations, face-to-face and on the crisis hotline. Staff will also conduct outreach and educational programs in the community.

The following services will be expanded / added as a result of ESG funds:
Emergency Shelter – We anticipate a 10% increase in clients, funds will allow us to expand the children's program, provide assistance with daycare and transportation.
Transitional Supportive Housing – Expand and enhance case management services by providing GED, ESL, job training information, day care assistance and referrals.
McAllen Satellite Outreach Center – 15% increase in legal services and 10% increase in telephone hotline calls and face-to-face counseling.
Family Justice Center – Staff will provide a 10% increase in crisis intervention, counseling, legal advocacy and support groups for victims.

The following type of beneficiaries will be served:
The target population is victims of domestic violence and / or sexual assault. Ninety-five percent of our clients are low income with 5% being moderate income.
McAllen Shelter projected numbers to be sheltered, 328 women and 559 children for a total of 887.
Transitional Support Housing–Project housing 20 families consisting of 103 women and children; and projected 276 youth and children in the Life Skills Sessions 78501 zip code.
Family Justice Center, McAllen Satellite Outreach Center, & Weslaco Satellite Center
Enhance and expand domestic violence and Rape Crisis Services; increase hotline intervention by 10%; (3,187 x 10% = 3,506); direct services – increase clients requesting counseling (3,506) and other supportive services by 10% (6,378 x 10% = 7,016).
The services will be provided at the following addresses and/or location(s):
Emergency shelter address is confidential for safety reasons. It is located in McAllen, Tx.
Transitional Supportive Housing is located at 501 N. Cynthia St in McAllen Texas.
McAllen Satellite Outreach Center is located at 420 N. 21st Street in McAllen, Texas
Women Together Family Justice Center is located at 511 N. Cynthia, McAllen, Texas
Weslaco Outreach Center is located at 111 W. 5th Street, Weslaco, Texas

JUN 29 2011

Exhibit B
PAYMENT SCHEDULE

See Attachments

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Maintenance & Operations	**$139,858.00**
Essential Services	**$ 51,887.00**
TOTAL GRANT BUDGET:	**$ 191,745.00**

EXHIBIT B-2
PAYMENT SCHEDULE

2011 - 2012 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2011	$10,652.50	maint. & operations, essential services for the 4 centers.
Aug. 2011	$10,652.50	maint. & operations, essential services for the 4 centers.
Sept. 2011	$10,652.50	maint. & operations, essential services for the 4 centers.
Oct. 2011	$10,652.50	maint. & operations, essential services for the 4 centers.
Nov. 2011	$10,652.50	maint. & operations, essential services for the 4 centers.
Dec. 2011	$10,652.50	maint. & operations, essential services for the 4 centers.
Jan. 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
Feb. 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
March 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
April 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
May 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
June 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
July 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
Aug. 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
Sept. 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
Oct. 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
Nov. 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
Dec. 2012	$10,652.50	maint. & operations, essential services for the 4 centers.
TOTALS:	$191,745.00	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

20 11 - 2012 For the Months of...	Number of Beneficiaries	Services
July 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Sept. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Jan. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Feb. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
March 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
April 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
May 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
June 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
July 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Sep. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Total Unduplicated Year	6210	

AI-27324 **11.C.**

Furniture additions

CC REGULAR

Date:	07/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Carlos Jasso
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Urban County Program is requesting approval for the transfer of donated furniture from the Texas Department of Rural Affairs (TDRA), represented by Howard Needles Tannen Bergendoff Corporation (HNTB). A total of twenty six (26) items were donated by TDRA on June 17, 2011 to the Urban County Program. The items donated included the following: Bookcase, 5 shelf (x2), File, Lat drw (x2), return, LT 48x24 (x2), Desk, SNG, RT PED (x2), Base & Table, Conference (x1), Cabinet, Storage (x1), Table Coffee (x1), Chair, Guest w/arms (x10), Chair, High Back, Black (x2), Storage Cabinet, 72” (x1), High Lateral File Cabinet (x2). (Please see Attachments).

BACKGROUND

As of March 2011, the local office of the Texas Department of Rural Affairs was closed as the state made significant changes to its program. Consequently, the furniture that was utilized by its staff became surplus and was offered to Urban County Program by TDRA. We coordinated with Buildings and Grounds Department to obtain the items listed above. See Attachments for the supporting documentation.

Fiscal Impact

Attachments

Link: donation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 02:04 PM	APRV
2	Perla Lopez	Perla Lopez	06/30/2011 11:21 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW
Form Started By: Estella Webber			Started On: 06/29/2011 09:38 AM	
Final Approval Date: 07/01/2011				

BILL of LADING & TRANSFER FORM

Agency Name	Texas Dept of Rural Affairs (TDRA) (represented by HNTB)
Agency #	357
Contact Name	Stephanie Halliday
Contact Telephone/Fax	512-936-7888
Contact E-mail Address	stephanie.halliday@tdra.texas.gov
Location of Property	609 International Blvd, Weslaco, Tx 78596
Date of Pick-Up	6/17/11

HNTB Initials	Quantity	Description	Hidalgo Co. Initials
MZ MM	2	HON 10755-MM - Bookcase, 5 shelf (x2)	
MZ MM	2	HON 10762M - File, Lat 2 drw (x2)	
MZ MM	2	HON 10716L-MM - Return, LT 48x24 (x2)	
MZ MM	2	HON 10785R-MM - Desk, SNG, RT PED (x2)	
MZ MM	1	BSX RTBASEM – Base & Table, Conference (x1)	
MZ MM	1	HON 107291MM - Cabinet, Storage (x1)	
MZ MM	1	HON 80191MM - Table, Coffee (x1)	
MZ MM	10	BSX VL616VA19 - Chair, Guest w/arms (x10)	
MZ MM	2	HON 7810NT10T - Chair, High Back, Black (x2)	
MZ MM	1	TNN-7218BK - Storage Cabinet, 72" (x1)	
MZ MM	2	HON 685LP - 5-High Lateral File Cabinet (x2)	

HNTB on Behalf of TDRA:
Michael L Myers Michael L Myers
Printed Name and Signature

Picked –Up by Hidalgo County:
Carlos Jasso
Printed Name and Signature

To: Carlos Jasso
956-787-5291

Item	Qty	Property Number
HON 10755-MM - Bookcase, 5 shelf	2	ZZ35708
HON 10762M - File, Lat 2 drw	2	ZZ35709
HON 10716L-MM - Return, LT 48x24	2	ZZ35710
HON 10785R-MM - Desk, SNG, RT PED	2	ZZ35711
BSX RTBASEM - Base, Conference	1	ZZ35712
BSX RT2T/2M - Table, Conference	1	
HON 107291MM - Cabinet, Storage	1	ZZ35714
HON 80191MM - Table, Coffee	1	ZZ35715
BSX VL616VA19 - Chair, Guest w/arms	10	ZZ35716
HON 7810NT10T - Chair, High Back, Black	2	ZZ35717
TNN-7218BK - Storage Cabinet, 72"	1	ZZ35718
HON 685LP - 5-High Lateral File Cabinet	2	ZZ35719

609 INTERNATIONAL BLVD, WESLACO, TX 78596

Mr. Jasso,
Please take a look at the above list. If you have any questions, please feel free to call me or email me at 512-936-7888 / stephanie.halliday@tdra.texas.gov

Per our conversation, if you decide that you want any of this furniture, just let me know and I will get with the folks in Weslaco to help with arrangements. We are willing to provide this furniture at no cost, but you will need to find transportaion to pick up the furniture. We can discuss this further at your convenience.

Just to peak your interest further, this furniture was purchased brand new just over a year ago.

Thanks for your interest.
--Stephanie Halliday

Facilities Management
For the County of Hidalgo

Work Order
*** Fax Back to: Nelda F. Rios ~ 318-2648 ***

Request Info: Date of Request: 6/17/2011 Time of Request: 9:00 AM
Department Requesting: Hidalgo County Urban County Program
Department Contact: Antonio Barco Phone #: (956) 787-8127

Job Site Address: Weslaco Office (HNTB)
P.O. Box 418 Weslaco, TX

Description of Work Requested: The Texas Department of Rural Affairs has donated office furniture. We are requesting assistance to transport furniture from Weslaco to Urban County Program Office

Note: tools will be needed to disassemble desks; attached is a list of items + quantities.

To be filled out by Requesting Department

Payment of Request: *(If paid by the requesting department a signature from the department head is required)*
Purchase Order #: _____ Available in PO#: _____
Account #: _-____-___-__-___-___-_-____ Avail. in Acc#: _____

Work Order Info: Work Order #: _____
Job Assigned to: List each workers name: _____

Estimated:
Start Date: _____ End Date: _____ Day(s): _____
Estimated Labor Cost: _____
Estimated Material Cost: _____ Estimated Total Cost: _____

Actual Labor:

Start Date:		End Date:	Day(s):
No. of men	Hours	Job Description	man hours
		Travel	
		Research	
		Parts	
		Equipment	
		Job	
Totals			

Material P.O. No.

Quantity	Material Description	Unit Cost	Actual
		Actual Material Cost	

To be filled out by actual employee(s) performing work.

Completed By: Antonio Barco, Deputy Director
Date: 6/16/11 for Antonio Barco

AI-27325 **12.A.**

Federal Voting Assistance Program Application

CC REGULAR

Date:	07/05/2011
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Discussion, consideration, and approval for Hidalgo County Elections Department to apply for the Federal Voting Assistance Program offered by the Department of Defense.

BACKGROUND

Will help military members, their voting age dependents and overseas voters overcome difficulties in registering to vote from abroad by:

a. Decreasing the delivery time for registration, ballot requests and blank ballot delivery
b. Improving how election officials are notified of changes of address

Works to ensure military and overseas voters are able to cast a valid ballot, which is counted in the election, from anywhere in the world as easily as if they were at a polling place

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact until grant is awarded. Amount of funding to be awarded to County at discretion of the Department of Defense. No cash match required.

Attachments

Link: Grant Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 10:14 AM	APRV
2	Roland Garcia	Rolando Garcia	07/01/2011 08:48 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Veronica Lopez — Started On: 06/29/2011 09:48 AM

Final Approval Date: 07/01/2011

Dear Election Officials,

The U.S. Department of Defense (DoD) announces the availability of $ 15,500,000 in federal funds to support research of electronic absentee

voting technology to make the absentee voting process easier and more

efficient for absent military and overseas citizens to request, receive or

return their ballots.

The program, known as the Electronic Absentee Systems for Elections (EASE),

is authorized by the Military and Voter Empowerment Act (MOVE), an amendment

to Uniformed and Overseas Citizens Absentee Voting Act of 1986 (UOCAVA),

and, for the first time, will allow the Federal Voting Assistance Program

(FVAP) of the Department of Defense to competitively offer grant assistance

to election officials.

FVAP is responsible to assist UOCAVA voters with well researched and

developed innovative technological tools that will enhance their voting

experience. These tools are intended to help UOVAVA voters overcome

difficulties in registering to vote from abroad; obtain ballots or ballot

applications; notify election officials of their frequent changes of

address; offer alternatives to slow mail delivery times to and from overseas

citizens, especially military personnel; and assist voters to complete

absentee voting materials properly, which can be difficult when abroad.

The purpose of the FVAP grant program is to receive proposals that will fulfill a public purpose of support by improving the voting experience of UOCAVA voters, reduce voting impediments faced by them, and stimulate the development of innovative approaches to absentee voting by UOCAVA voters.

The link to this announcement is:

http://www.grants.gov/search/search.do?mode=VIEW&oppId=95273 >

Robin M Burgess

Election Official Assistant

1777 N Kent St

Arlington, Va 22209

direct: 703-588-8119

cell:703-653-4054

AI-27318 **13.A.**

Planning Department

CC REGULAR

Date:	07/05/2011
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval with Variance Request:
a. Palos Rojos No. 2 Subdivision – Pct. 1 (Norberto Salinas)

2. Preliminary Approval:
a. Santa Clara Estates Subdivision – Pct. 1 (Kyndel Bennett)
b. Cardinal Waves Subdivision – Pct. 3 (Franz Reinhold)

3. Final Approval:
a. San Jacinto Estates No. 7 Subdivision – Pct. 1 (Jacinto Garza)
b. Mirasol Estates Subdivision – Pct. 1 (Kyndel Bennett)
c. Kyrios Subdivision – Pct. 1 (Maximo Rodriguez)

4. Final Approval/Revision of Plat as per Section 232.041 Local Government Code:
a. Tierra De Santa Cruz Subdivision – Pct. 4 (Richard Ruppert)

5. Discussion and Possible Action to waive $30 Utility Certificate Fee for Hidalgo County Pct. 3 for floodlights at Precinct #3 Landfill sub-station at Salida Del Sol Lot #6 the ESI # 10032789489165938.

BACKGROUND

Fiscal Impact

Attachments

Link: Palos Rojos 2; Preliminary
Link: Palos Rojos 2;Plat
Link: Santa Clara Estates
Link: Santa Clara Estates;Plat
Link: Cardinal Waves; Preliminary
Link: Cardinal Waves;Plat
Link: San Jacinto Estates 7;Final
Link: San Jacinto Estates 7;Plat

Link: Mirasol Estates; Final

Link: Mirasol Estates;Plat

Link: Kyrios; Final

Link: Kyrios;Plat

Link: Tierra De Santa Cruz;Final

Link: Tierra De Santa Cruz;Plat

Link: Salida Del Sol, Lot 6

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 09:31 AM	APRV
2	Olga Garza	Olga Garza	06/29/2011 11:23 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Nora Cavazos

Started On: 06/29/2011 08:38 AM

Final Approval Date: 07/01/2011

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia
County Commissioner's Court

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

DATE: July 05, 2011

RE: **Palos Rojos No. 2 Subdivision – Pct. 1**
Preliminary Approval with Variance Request

Palos Rojos No. 2 Subdivision is a forty one (41) lot subdivision located on the West side of Mile 4 West Road approximately ¼ mile North of Mile 11 North Road.

The proposed Subdivision lies within the City of Weslaco 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 28, 2011. The proposed subdivision lies within Zone "X & AE" as per FEMA's FIRM.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on April 8, 2011. The proposed subdivision plat will dedicate thirty (30) feet on Mile 4 West 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 North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Mile 11 North Road that will serve as the primary source of water for the proposed development.

The proposed plat is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

The developer is requesting a variance from the requirement on Section 3.4 of Appendix 5 County Construction Specification of the Hidalgo County Model Subdivision Rules.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval with Variance Request** on **June 21, 2011** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Weslaco.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.

Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

June 7, 2011

Mr. Raul Sesin, P.E.
Planning Administrator
County of Hidalgo Planning Department
1304 South 25th Street
Edinburg, Texas 78539

Re: Palos Rojos Subdivision No.2

Dear Mr. Sesin:

This is to inform you that this subdivision is in part within flood zone "X" and "AE". The portion in zone "AE" has a base flood elevation of 64.00 feet.

On behalf of the developer, I am hereby requesting a variance from the requirement on Section 3.4 of Appendix 5 County Construction Specifications, Hidalgo County Subdivision Rules.

As an alternative to fill the property to elevation 64.00 feet which is required to remove it from flood zone "AE", for all lots within this flood zone, we are proposing to build a dirt pad 50.0 feet by 50.0 feet to elevation 64.00 feet. Additionally, we will provide an Elevation Certificate to ensure compliance with the 64.00 feet elevation. The lots are 10 thru 23 and 34 thru 41. The developer will pay for the initial Elevation Certificate.

Please present this plat and request to the Hidalgo County Subdivision Advisory Committee and Commissioners' Court for consideration and approval.

Should you have any questions, please call me at 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: quintanillaheadley@sbcglobal.net

SUBDIVISION PLAT OF:

PALOS ROJOS SUBDIVISION No. 2

A 30.02 ACRE TRACT OF LAND (MAP AND DEED RECORD: 30.00 ACRES) BEING ALL OF FARM TRACT 263, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1427372, AND ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1540276, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 30.02 ACRE TRACT OF LAND (MAP AND DEED RECORD: 30.00 ACRES) BEING ALL OF FARM TRACT 263, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1427372, AND ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1540276, 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 COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MILE 4 WEST ROAD FOR THE NORTHEAST CORNER OF FARM TRACT 263 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF FARM TRACT 263 AND THE CENTERLINE OF MILE 4 WEST ROAD, A DISTANCE OF 1,320.70 FEET (DEED RECORD: 1,320.00 FEET) TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF FARM TRACT 263 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 63°25'23"W (DEED RECORD: N 63°26'W), ALONG THE SOUTH LINE OF FARM TRACT 263, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 22.36' FEET THE WEST RIGHT OF WAY LINE OF MILE 4 WEST ROAD, A TOTAL DISTANCE OF 1,475.98 FEET (DEED RECORD: 1,475.80 FEET) TO A POINT FOR THE SOUTHWEST CORNER OF FARM TRACT 263 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF FARM TRACT 263, A DISTANCE OF 650.35 FEET (DEED RECORD: 660.00 FEET) TO A POINT FOR THE NORTHWEST CORNER OF FARM TRACT 263 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF FARM TRACT 263, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 1,320.00 FEET FOR THE WEST RIGHT OF WAY LINE OF MILE 4 WEST ROAD, A TOTAL DISTANCE OF 1,320.02 FEET (DEED RECORD: 1,320.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 30.02 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH JAIME SUBDIVISION, RECORDED IN VOLUME 27, PAGE 36–B, 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
R.P.L.S. No. 4858

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

PALOS ROJOS, INC.
NORBERTO SALINAS, PRESIDENT
& LOTS 26 AND 27
SENON V MOYA, SR.

I (WE), _____ AS OWNER(S) OF THE 30.02 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PALOS ROJOS SUBDIVISION No. 2 HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I(WE) CERTIFY THAT I(WE) 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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

PALOS ROJOS, INC.
NORBERTO SALINAS, PRESIDENT
500 E. 9TH STREET
MISSION, TX. 78572
TELEPHONE: (956) 584–5555

DATE

LOTS 26 AND 27
SENON V MOYA, SR.
RT. 6, BOX 62
MERCEDES, TX 78570

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

PALOS ROJOS, INC.
NORBERTO SALINAS, PRESIDENT
& LOTS 26 AND 27
SENON V. MOYA, SR.

BEFORE ME, the undersigned notary public, on this day personally appeared _____ 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 he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

LILIA A. QUINTANILLA – NOTARY PUBLIC

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the PALOS ROJOS SUBDIVISION No. 2, was reviewed and approved by the city Council of the City of Weslaco on _____.

Mayor of the City of Weslaco — Date

ATTEST: Secretary of the City of Weslaco — Date

STATE OF TEXAS
CITY OF WESLACO

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN PLANNING COMMISSION

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

WE THE UNDERSIGNED CERTIFY that this plat of the PALOS ROJOS SUBDIVISION No. 2, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS _____ DAY OF _____, 20___.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #9 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.I.D.#9.
NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOR OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
P.E. No. 95534

P.E. 6-14-11
ALFONSO QUINTANILLA — DATE

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

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

INDEX OF SHEETS

SHEET 1.– HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S HIDALGO COUNTY R.O.W. CERTIFICATION AND HEALTH DEPARTMENT CERTIFICATION; HIDALGO COUNTY RECORDING CERTIFICATE; H.C.I.D.9, No. 1 CERTIFICATION; HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE; REVISION NOTES.

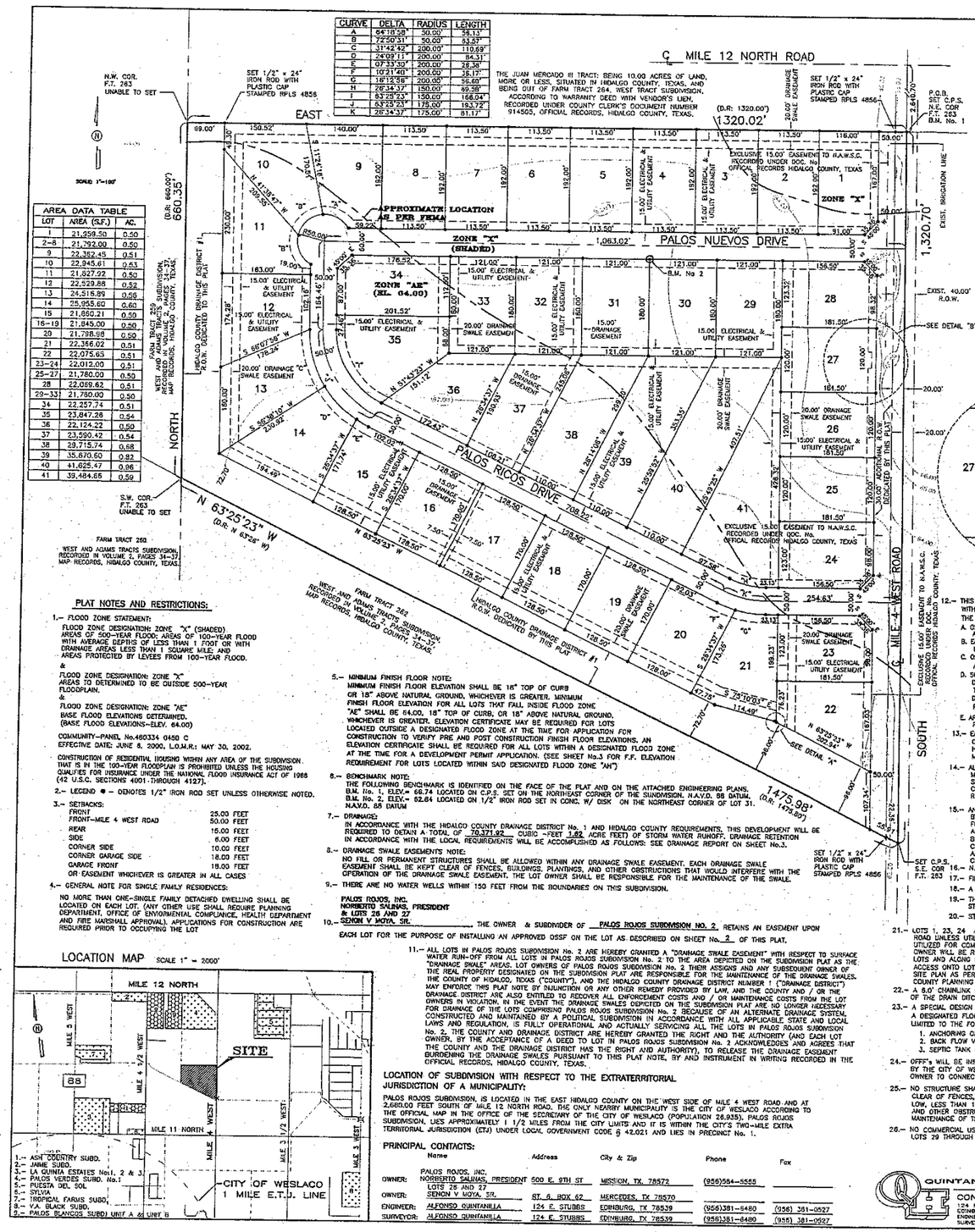
SHEET 2.– WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS; REVISION NOTES.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QUINTANILLAENGINEERING.COM

SHEET	FILENAME : P:\DATA\SUB\PRELIM\BETO S.\PALOS ROJOS II\PLAT			
1 OF 3	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	FEB. 16, 2011	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



CURVE	DELTA	RADIUS	LENGTH
A	54°16'59"	30.00'	28.13'
B	72°50'31"	50.00'	63.57'
C	31°42'42"	200.00'	110.69'
D	24°09'11"	200.00'	84.31'
E	07°33'00"	200.00'	26.38'
F	10°21'40"	200.00'	36.17'
G	16°12'56"	200.00'	56.60'
H	26°34'37"	150.00'	69.58'
I	83°28'23"	150.00'	168.04'
J	63°25'23"	175.00'	193.72'
K	26°34'37"	175.00'	81.17'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	21,959.50	0.50
2–8	21,792.00	0.50
9	22,352.45	0.51
10	22,945.61	0.53
11	21,827.92	0.50
12	22,529.88	0.52
13	24,515.89	0.56
14	25,955.60	0.60
15	21,850.21	0.50
16–19	21,845.00	0.50
20	21,798.98	0.50
21	22,356.02	0.51
22	22,075.65	0.51
23–24	22,012.00	0.51
25–27	21,780.00	0.50
28	22,089.62	0.51
29–33	21,780.00	0.50
34	22,257.74	0.51
35	23,847.26	0.54
36	22,124.22	0.50
37	23,590.42	0.54
38	28,715.74	0.66
39	35,870.60	0.82
40	41,625.47	0.96
41	39,484.65	0.59

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (SHADED) AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD.
&
FLOOD ZONE DESIGNATION: ZONE "X" AREAS TO DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN.
&
FLOOD ZONE DESIGNATION: ZONE "AE" BASE FLOOD ELEVATIONS DETERMINED. (BASE FLOOD ELEVATIONS–ELEV. 64.00)

COMMUNITY–PANEL No.480334 0450 C
EFFECTIVE DATE: JUNE 8, 2000, L.O.M.R.: MAY 30, 2002.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001–THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:

FRONT	25.00 FEET
FRONT–MILE 4 WEST ROAD	50.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	10.00 FEET
CORNER GARAGE SIDE	18.00 FEET
GARAGE FRONT	18.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– 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, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. MINIMUM FINISH FLOOR ELEVATION FOR ALL LOTS THAT FALL INSIDE FLOOD ZONE "AE" SHALL BE 64.00, 18" TOP OF CURB, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION. (SEE SHEET No.3 FOR F.F. ELEVATION REQUIREMENT FOR LOTS LOCATED WITHIN SAID DESIGNATED FLOOD ZONE "AH")

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1, ELEV.= 68.74 LOCATED ON C.P.S. SET ON THE NORTHEAST CORNER OF THE SUNDIVISION. N.A.V.D. 88 DATUM.
B.M. No. 2, ELEV.= 62.84 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHEAST CORNER OF LOT 31. N.A.V.D. 88 DATUM

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 70,371.02 CUBIC FEET (1.62 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

8.– 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.

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

10.– PALOS ROJOS INC.
NORBERTO SALINAS, PRESIDENT
& LOTS 26 AND 27
SENON V MOYA, SR.
_____ THE OWNER & SUBDIVIDER OF PALOS ROJOS SUBDIVISION NO. 2, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11.– ALL LOTS IN PALOS ROJOS SUBDIVISION No. 2 ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN PALOS ROJOS SUBDIVISION No. 2 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF PALOS ROJOS SUBDIVISION No. 2 THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION, IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING PALOS ROJOS SUBDIVISION No. 2 BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN PALOS ROJOS SUBDIVISION No. 2, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN PALOS ROJOS SUBDIVISION No. 2 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 AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

12.– THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13.– EACH PURCHASE 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.

14.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET OR 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 FOR EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED 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.

16.– N.A.W.S.C. DENOTES NORTH ALAMO WATER SUPPLY CORPORATION.

17.– FIRE HYDRANTS WILL BE ESCROWED WITH THE CITY OF WESLACO.

18.– A 4.0' SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE.

19.– THE DEVELOPER WILL BE RESPONSIBLE FOR THE INSTALLATION OF STREET LIGHTS.

20.– STREET AND STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

21.– LOTS 1, 23, 24 AND 28 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MILE 4 WEST ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTION LOTS ARE UTILIZED FOR COMMERCIAL USE AND HAVE DOUBLE FRONTAGE, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTIN ALL RESIDENTIAL LOTS AND ALONG PALOS NUEVOS DRIVE AND PALOS RICOS DRIVE TO DENY ACCESS ONTO LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 15 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

22.– A 6.0' CHAINLINK FENCE SHALL BE INSTALLED ALONG THE NORTH & EAST SIDES OF THE DRAIN DITCH R.O.W. FOR LOTS 10 THRU 22.

23.– A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED IN A DESIGNATED FLOOD ZONE, THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

24.– OFF'S WILL BE INSTALLED AND BE IN USE UNTIL SEWER LINES ARE PROVIDED BY THE CITY OF WESLACO, AT WHICH TIME IT WILL BE AT THE COST OF THE LOT OWNER TO CONNECT TO THE SEWER LINE.

25.– 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.

26.– NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 22 AND LOTS 29 THROUGH 41

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THOSE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, 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 to the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens the road or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

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 as 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 _____, 20___.

PALOS ROJOS, INC.
NORBERTO SALINAS, PRESIDENT

LOTS 26 AND 27
SENON V MOYA, SR.

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 11D. 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: _____

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

PALOS ROJOS SUBDIVISION, IS LOCATED IN THE EAST HIDALGO COUNTY ON THE WEST SIDE OF MILE 4 WEST ROAD AND AT 2,680.00 FEET SOUTH OF MILE 12 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 26,935), PALOS ROJOS SUBDIVISION, LIES APPROXIMATELY 1 1/2 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PRECINCT No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	PALOS ROJOS, INC. NORBERTO SALINAS, PRESIDENT & LOTS 26 AND 27	500 E. 9TH ST	MISSION, TX. 78572	(956)584–5555	
OWNER:	SENON V MOYA, SR.	RT. 6, BOX 62	MERCEDES, TX 78570		
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956) 381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956) 381–0527

LOCATION MAP SCALE 1" = 2000'

MILE 12 NORTH
MILE 5 WEST
MILE 4 1/2 WEST
MILE 4 WEST
MILE 3 1/2 WEST
MILE 3 WEST
MILE 11 NORTH
SITE
88
CITY OF WESLACO 1 MILE E.T.J. LINE
1.– ASH COUNTRY SUBD.
2.– JAIME SUBD.
3.– LA QUINTA ESTATES No.1, 2 & 3
4.– PALOS VERDES SUBD. No.1

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia
County Commissioner's Court

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

DATE: July 05, 2011

RE: **Santa Clara Estates Subdivision – Pct. 1**
Preliminary Approval

Santa Clara Estates is a twenty nine (29) lot subdivision located on the Southwest corner of Mile 10 ½ North Road and FM 493.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 12, 2011. The proposed subdivision lies within Zone "C & X" as per FEMA's FIRM.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on May 13, 2011. The proposed subdivision plat will dedicate ten (10) feet on Old La Blanca Rd. and twenty (20) to thirty (30) feet on FM 493 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

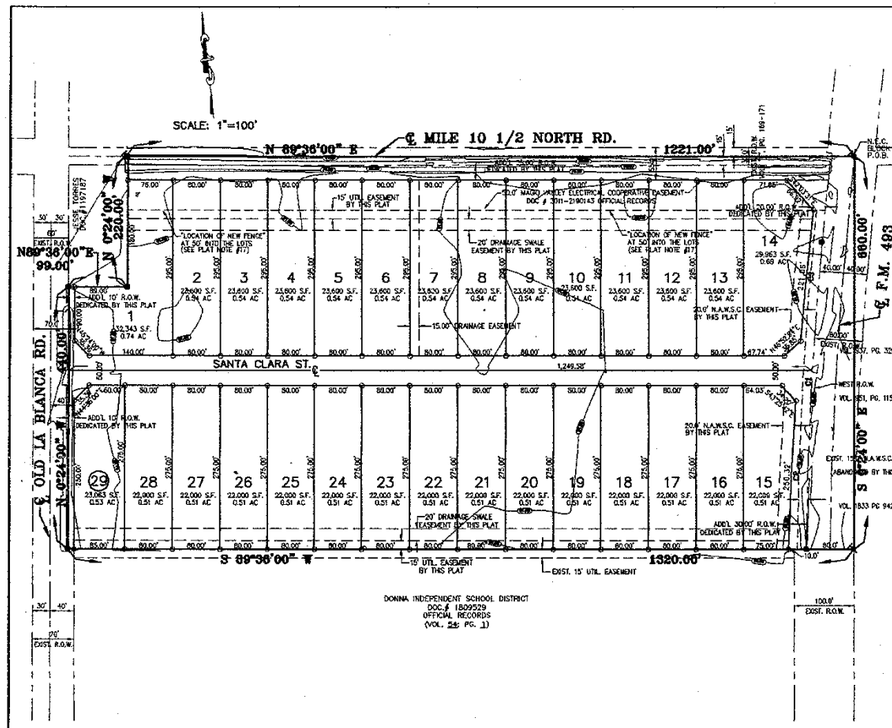
Sanitary Services will be provided by North Alamo Water Supply Corporation.

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

The proposed plat is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

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 **Preliminary Approval** on **June 21, 2011** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.



GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE CENTER LINE(CL) OF THE ROAD WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS OR AS NOTED ON THE PLAT. 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.
2. THIS SUBDIVISION IS LOCATED IN ZONE "C" AND "X" (AREAS OF MINIMAL FLOODING=NO SHADING) AND AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

   FEMA FLOOD INSURANCE RATE MAPS
   COMMUNITY PANEL No. 480334 0425 C REVISED NOV. 16, 1982
   & 480334 0450 C REVISED TO REFLECT LOMAR MAY 30, 2002

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:

   FRONT: SHALL BE 25 FEET OR EASEMENT WHICHEVER IS GREATER.

   GARAGE FRONT: SHALL BE 18 FEET OR EASEMENT, WHICHEVER IS GREATER

   REAR: 85 FEET FOR LOTS 1-14 AND 35 FEET FOR LOTS 15-29 OR EASEMENT WHICHEVER IS GREATER.

   SIDE: 6 FEET OR EASEMENT WHICHEVER IS GREATER.
   SIDE CORNER: 15 FEET OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.
4. B.M. #1 = ELEV. 83.07 (NAVD 1988); NAIL IN THE SOUTH FACE OF A POWER POLE, AT THE S.E. CORNER OF THE SUBDIVISION.
5. 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 DEPT., OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPT., AND FIRE MARSHALL APPROVAL).
   APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 1 THRU 13, AND LOTS 16 THRU 29.
6. 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" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. EACH PURCHASER-CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.
9. DONNA IRR. DIST. #1, #1 IS IN CHARGE OF THE IRR. AND MAINTENANCE. THERE ARE NO IRRIGATION SYSTEMS AROUND AND WITHIN THIS SUBD.
10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
11. 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 36,060 CUBIC-FEET/1/8 ACRE-FEET OR 1,174 CUBIC FEET PER LOT) 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).
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. SANITARY SEWER SYSTEM BELONGS TO NAWSC AND SHALL BE PROVIDED FOR EACH LOT VIA A 4" SERVICE LINE.
14. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE SWALE.
15. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTA CLARA ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED 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 PERMIT DEVELOPMENT PERMIT, NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
17. A 6' CHAIN-LINKED FENCE TO BE INSTALLED BY THE DEVELOPER AT THE TIME OF DEVELOPMENT ALONG THE SOUTH LINE OF EXIST. 50' ELECTRICAL EASEMENT(50' SOUTH OF THE NORTH LOT LINES OF LOTS 1 – 14). THE NORTH PART OF LOTS 1 THRU 14 AS WELL AS ALONG THE WEST SIDE OF LOTS 1 & 29 (ON THE NEW EAST R.O.W. LINE OF OLD LA BLANCA RD.).
18. ALL LOTS IN SANTA CLARA ESTATES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SANTA CLARA ESTATES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF SANTA CLARA 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("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING SANTA CLARA ESTATES BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN SANTA CLARA ESTATES, THE COUNTY AMND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN SANTA CLARA ESTATES 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 INSTURMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
19. CLEARANCES FOR WATER METERS:
    AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
20. LOTS 1, 14, 15 AND 29 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO OLD LA BLANCA AND F.M. 493 ROADS. AND LOTS 1 – 14 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MILE 10 1/2 NORTH ROAD. IF LOTS 14 – 15 ARE UTILIZED FOR COMMERCIAL USE, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. LOCATION OF ACESS/DRIVEWAY MUST BE OFF OF SANTA CLARA ST. AND NEXT TO THE CORNER CUP AND SHALL BE SHOWN ON THE SITE PLAN AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

METES AND BOUNDS

A 19.50 ACRE TRACT OF LAND OUT OF BLOCK FOURTEEN (14), LA BLANCA "B" SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 7, PAGES 469-471, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 19.50 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 60-D NAIL FOUND AT THE NORTHEAST CORNER OF BLOCK 14, LA BLANCA "B" SUBDIVISION, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH 0°24'00" EAST, WITH THE EAST LINE OF SAID BLOCK 14, A DISTANCE OF 660.00 FEET TO A 60-D NAIL FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 89°36'00" WEST, AT 80.00 FEET PASS A ½" ROD FOUND AT THE WEST RIGHT-OF-WAY LINE OF F.M. 493 RECORDED IN VOLUME 937, PAGE 300, AND IN VOLUME 951, PAGE 115 DEED RECORDS OF HIDALGO COUNTY, TEXAS, AT 1320.00 FEET IN ALL TO A ½" ROD FOUND AT THE EAST RIGHT-OF-WAY LINE OF OLD LA BLANCA ROAD, SAME BEING THE WEST LINE OF SAID BLOCK 14 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 0°24'00" WEST, WITH SAID WEST LINE, A DISTANCE OF 440.00 FEET TO A ½" ROD FOUND AT THE SOUTHWEST CORNER OF THE JESSE TORRES TRACT RECORDED IN DOCUMENT NO. 1197187 OFFICIAL RECORDS, FOR AN OUTER CORNER OF THIS TRACT OF LAND;

THENCE NORTH 89°36'00" EAST, WITH THE SOUTH LINE OF THE SAID JESSE TORRES TRACT, A DISTANCE OF 99.00 FEET TO A ½" ROD FOUND AT THE SOUTHEAST CORNER OF THE SAID JESSE TORRES TRACT FOR AN INNER CORNER OF THIS TRACT OF LAND;

THENCE NORTH 0°24'00" WEST, WITH THE EAST LINE OF THE SAID JESSE TORRES TRACT, A DISTANCE OF 220.00 FEET TO A NAIL FOUND AT THE NORTH LINE OF SAID BLOCK 14 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 89°36'00" EAST, WITH SAID NORTH LINE, A DISTANCE OF 1221.00 FEET TO THE POINT OF BEGINNING, CONTAINING 19.50 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 (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

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 _____, 20____.

KYNDEL W. BENNETT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF SANTA CLARA ESTATES SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, A. D._____

_____
CHAIRMAN

SHEET 1 OF 3

PLAT OF SANTA CLARA ESTATES SUBDIVISION

A 19.50 ACRE TRACT OF LAND OUT OF BLOCK FOURTEEN (14), LA BLANCA "B" SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 7, PAGES 469-471, DEED RECORDS OF HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: MARCH, 2011

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

I, KYNDEL W. BENNETT, A MARRIED PERSON,
AS OWNER OF THE 19.50 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SANTA CLARA ESTATES SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

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

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

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

_____
OWNER: VERDBEN RGV, LTD., A TEXAS LIMITED PARTNERSHIP
BY: BENNETT-FLORES INVESTMENTS, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY & ITS GENERAL PARTNER
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF_____, 20 _____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

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

ATTEST: _____ _____
SECRETARY — MAYOR, CITY OF DONNA, TEXAS.

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 20_____.

_____ _____
PRESIDENT — SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE THE UNDERSIGNED CERTIFY that this plat of the SANTA CLARA ESTATES SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ _____
Hidalgo County Judge — Date

ATTEST: _____ _____
Hidalgo County Clerk — Date

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE §40.211(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: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

6/7/11

KAMBIZ S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767

STATE OF TEXAS — KAMBIZ S. KHADEMI — 57767 — REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE SANTA CLARA ESTATES SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

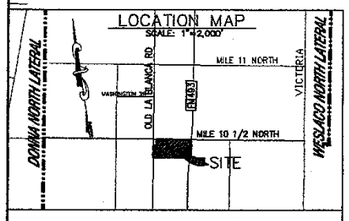
_____ _____
DATE

JOSE MARIO GONZALEZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
8207 MATEO ESCOBAR
MONTE ALTO, TX 78538

STATE OF TEXAS — JOSE MARIO GONZALEZ — 5571 — REGISTERED PROFESSIONAL LAND SURVEYOR

CURVE TABLE			
NO.	RADIUS	LENGTH	DELTA
C1	5729.58'	517.48'	05°10'29"
C2	6842.50'	350.33'	2°55'57"
C3	6842.50'	233.06'	1°56'26"

LEGEND	
○	– SET 1/2 INCH IRON ROD
●	– FND. 1/2 INCH IRON ROD
⊗	– FD. 60-D NAIL



K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
410 E. DOVE (FIRM REGISTRATION #F-1334)
P.O. BOX 3422 — McALLEN, TEXAS 78502
(956) 630-2125 — FAX (956) 630-2219

INDEX TO SHEETS OF SANTA CLARA ESTATES SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETC; PRINCIPAL CONTACTS; PLAT WITH LOT, 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 DESIGNATE THE PARAGRAPH THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; DONNA IRRIGATION DISTRICT N.O. #1 – NC ROW AND REVISION NOTES
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 3	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; 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.

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

SANTA CLARA ESTATES IS LOCATED BETWEEN OLD LA BLANCA RD. AND F.M. 493 AND ALONG THE SOUTH SIDE OF MILE 10 1/2 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA(POPULATION 17,548 – 2010 CENSUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 2 1/2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA, LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	VERDBEN RGV, LTD. A TX L.P. BY: BENNETT-FLORES INVESTMENTS, L.L.C.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	8207 MATEO ESCOBAR	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia
County Commissioner's Court

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

DATE: July 05, 2011

RE: **Cardinal Waves Subdivision – Pct. 3**
Preliminary Approval

Cardinal Waves is a thirty four (34) lot subdivision located on the Southeast corner of Brushline Road and Mile 6 ½ 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 April 05, 2011. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on April 7, 2011. The proposed subdivision plat will dedicate fifteen (15) feet on Brushline Road and of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

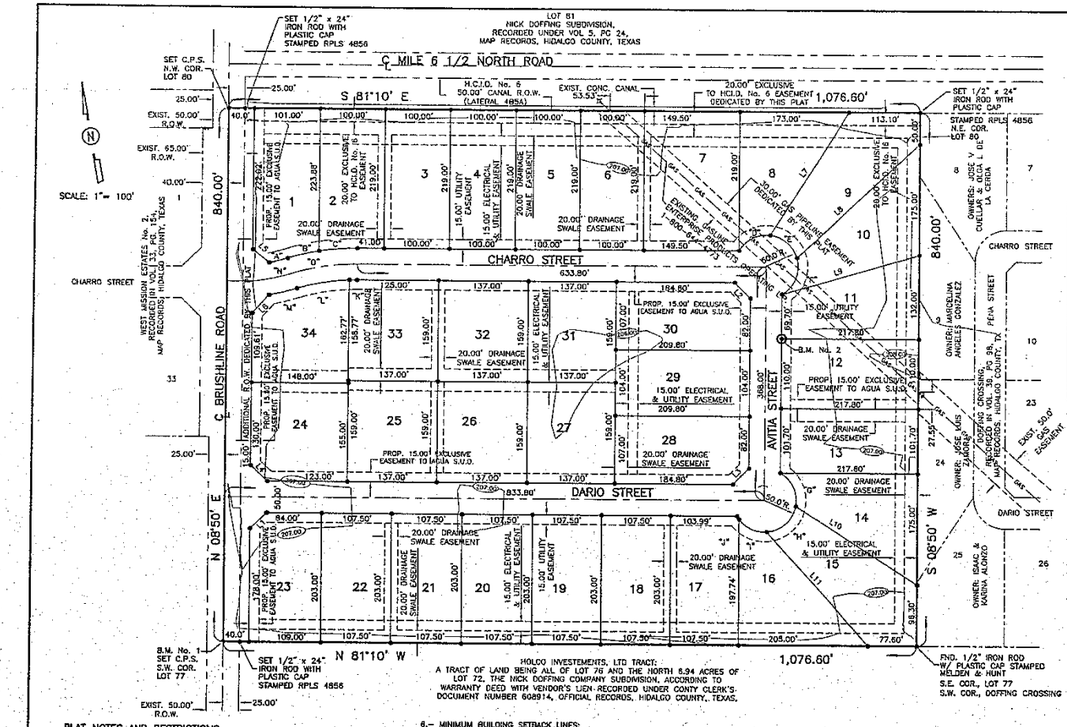
Sanitary Services will be provided by OSSF.

Water Services will be provided by AGUA SUD. There is an existing eight (8) inch waterline on Brushline Road that will serve as the primary source of water for the proposed development.

The proposed plat is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

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 **Preliminary Approval** on **June 21, 2011** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.



LINE DATA		
LINE	BEARING	DISTANCE
L1	N 53°50' E	35.36'
L2	S 36°10' E	35.36'
L3	S 53°50' W	35.36'
L4	N 36°10' W	35.36'
L5	N 41°02'28" W	32.22'
L6	N 49°38'23" E	27.65'
L7	N 41°20'16" E	230.45'
L8	N 36°08'26" E	265.13'
L9	N 82°52'13" E	226.54'
L10	S 48°51'03" E	229.14'
L11	S 33°23'51" E	240.54'

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"A"	28.84'	359.24'	05°29'33"
"B"	49.88'	359.24'	07°57'21"
"C"	59.27'	359.04'	09°27'10"
"D"	58.24'	50.00'	66°44'02"
"E"	58.24'	50.00'	66°44'02"
"F"	66.79'	50.00'	76°31'55"
"G"	61.62'	50.00'	70°36'25"
"H"	65.74'	50.00'	75°19'49"
"I"	49.58'	50.00'	56°48'46"
"J"	6.33'	50.00'	07°15'01"
"K"	12.00'	309.24'	02°13'26"
"L"	81.96'	309.24'	15°11'08"
"M"	84.05'	309.24'	07°01'40"
"N"	81.46'	334.24'	10°32'08"
"O"	101.56'	334.24'	17°24'32"

LOT	AREA (S.F.)	A.C
1	23,505.14	0.540
2	21,925.67	0.505
3–6	21,900.00	0.503
7	32,740.50	0.752
8	21,886.77	0.502
9	23,839.55	0.547
10	22,147.32	0.508
11	21,954.99	0.504
12	23,958.00	0.550
13	22,149.98	0.508
14	22,301.19	0.512
15	24,728.60	0.568
16	22,349.70	0.513
17	21,812.88	0.501
18–22	21,822.50	0.501
23	21,814.50	0.501
24	22,527.50	0.519
25–27	21,783.00	0.500
28	22,136.10	0.508
29	21,819.20	0.501
30	22,135.10	0.508
31–32	21,783.00	0.500
33	21,782.07	0.500
34	21,874.68	0.502

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN.
COMMUNITY–PANEL NUMBER 480334 0290 D MAP REVISED: JUNE 6, 2000

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERIOR LOTS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT THE OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

4.– LEGEND ⊙ = DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

INDEX OF SHEETS

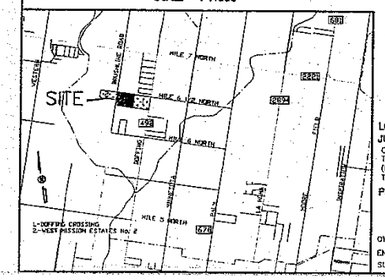
SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION; ATTESTATION: R.O.W. AND HIDALGO COUNTY HEALTH DEPT. CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; COUNTY JUDGE CERTIFICATION; CITY APPROVAL CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTRICT #6 CERTIFICATION; CITY OF MISSION APPROVAL CERTIFICATE; PLANNING AND ZONING CERTIFICATION; AQUA S.U.D. CERTIFICATE, H.C.D.D. No. 1 CERTIFICATE REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER'S CERTIFICATE & STATEMENT; REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE AND ENGINEERING CERTIFICATION: REVISION NOTES. CONSTRUCTION DETAILS

LOCATION MAP

SCALE– 1"=4000'



6.– MINIMUM BUILDING SETBACK LINES:
FRONT.....35.00'
SIDE.....6.00'
SIDE ALONG BRUSHLINE.....20.00' OR 15.00' IF BUFFERED
SIDE ABUTTING STREET.....10.00'
REAR.....35.00'
GARAGE/CARPORT.....18.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER

7.– 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.

8.– 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 47,243.25 CUBIC–FEET (1.08 ACRE–FEET) OF STORM WATER RUNOFF. DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.)

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

10.– BENCH MARK No. 1– 208.04 COTTON PICKER SPINDLE SET LOCATED AT SOUTHWEST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM
B.M. No.2: ELEV.=206.85 1/2 IRON ROD SET IN CONC. WITH DISK AT THE NORTHWEST CORNER OF LOT 12 OF PROP. SUBD. NAVD 88 DATUM.

11.– 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.

12.– 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.

13.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY 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 SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

HOLGO INVESTEMENTS, LTD TRACT:
A TRACT OF LAND BEING ALL OF LOT 76 AND THE NORTH 8.94 ACRES OF LOT 72, THE NICK DOFFING COMPANY SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER CONTY CLERK'S DOCUMENT NUMBER 608914, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

14.– ALL LOTS IN CARDINAL WAVES SUBDIVISION SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN CARDINAL WAVES SUBDIVISION SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALES" AREAS. LOT OWNERS OF CARDINAL WAVES SUBDIVISION 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 ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING CARDINAL WAVES SUBDIVISION SUBDIVISION, BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN CARDINAL WAVES SUBDIVISION SUBDIVISION, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN CARDINAL WAVES SUBDIVISION S UBDIVISION 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.

OWNER, GENERAL PARTNER OF CARDINAL ESTATES, LTD.
BY: CARDINAL ADMINISTRATION LLC. (IT'S GENERAL PARTNER)
BY: FRANZ REINHOLD SCHAMBERGER, PRESIDENT

15.– THE OWNER & SUBDIVIDER OF CARDINAL WAVES 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.

16.– LOTS 1, 23, 24 & 34 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO BRUSHLINE ROAD UNLESS SAID LOTS ARE DESIGNATED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE AND HAVE DOUBLE FRONTAGE, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS AND ALONG DARIO STREET AND CHARRO STREET TO DENY ACCESS ON TO LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 18 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

17.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT THE OFFICE OF ENVIRONMENTAL COMPLIANCE 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.

18.– LOTS 1, 23, 24 AND 34 CAN BE RESIDENTIAL, COMMERCIAL OR MULTIFAMILY USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR COMMERCIAL OR MULTIFAMILY LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL AREA .REQUIRED PRIOR TO OCCUPYING THE LOT.

19.– A BUFFER FENCE WILL BE REQUIRED BETWEEN COMMERCIAL AND RESIDENTIAL LOTS.

20.– LOTS 1, 23, 24 AND 34 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO BRUSHLINE ROAD UNLESS SAID LOTS ARE DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE ___ AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

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

CARDINAL WAVES SUBDIVISION, IS LOCATED IN WEST HIDALGO COUNTY ON THE SOUTHEAST CORNER OF MILE 6 1/2 NORTH ROAD AND BRUSHLINE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 68,500). CARDINAL WAVES SUBDIVISION, LIES APPROXIMATELY 4 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S 5–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. IT LIES IN PRECINCT No. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GENERAL PARTNER OF CARDINAL ESTATES, LTD. BY: CARDINAL ADMINISTRATION LLC. (IT'S GENERAL PARTNER) BY: FRANZ REINHOLD SCHAMBERGER, PRESIDENT	P.O. BOX 721052	McALLEN, TX 78504	(956)585–0042	(956)684–1888
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411–00

SUBDIVISION PLAT OF
CARDINAL WAVES SUBDIVISION

A 20.76 ACRE TRACT OF LAND BEING ALL OF LOTS 77 AND 80, NICK DOFFING SUBDIVISION No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2162694, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 20.76 ACRE TRACT OF LAND BEING ALL OF LOTS 77 AND 80, NICK DOFFING SUBDIVISION No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2162694, 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 COTTON PICKER SPINDLE SET IN THE CENTERLINE OF BRUSHLINE ROAD FOR THE SOUTHWEST CORNER OF LOT 77 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 08°50' E, ALONG THE WEST LINE OF LOTS 77 AND 80, AND THE CENTERLINE OF BRUSHLINE ROAD, A DISTANCE OF 840.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF LOT 80 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 81°10' E, ALONG THE NORTH LINE OF LOT 80, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 25.00 FEET FOR THE EAST RIGHT OF WAY LINE OF BRUSHLINE ROAD, A TOTAL DISTANCE OF 1,076.60 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF LOT 80 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 08°50' W, ALONG THE EAST LINE OF LOTS 77 AND 80, A DISTANCE OF 840.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT FOUND FOR THE SOUTHEAST CORNER OF LOT 77 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 81°10' W, ALONG THE SOUTH LINE OF LOT 77, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,051.60 FEET FOR THE EAST RIGHT OF WAY LINE OF BRUSHLINE ROAD, A TOTAL DISTANCE OF 1,076.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.76 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH DOFFING CROSSING SUBDIVISION, RECORDED IN VOLUME 39, PAGE 98, 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 R.P.L.S. No. 4856 — 3-23-11 DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL WAVES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20___

HIDALGO COUNTY HEALTH INSPECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL WAVES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20___

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — 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 WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR A SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

THIS PLAN IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IRRIGATION FROM THE SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IS SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOT FROM INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE 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

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

I, REINHOLD SCHAMBERGER, AS OWNER OF OF THE 20.76 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CARDINAL WAVES SUBDIVISION, HEREBY SUBDIVIDE 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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

CARDINAL ESTATES, LTD. — DATE
BY: CARDINAL ADMINISTRATION LLC. (IT'S GENERAL PARTNER)
BY: FRANZ REINHOLD SCHAMBERGER, PRESIDENT
P.O. BOX 721052
MCALLEN, TEXAS. 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared FRANZ REINHOLD SCHAMBERGER –PRESIDENT, CARDINAL ADMINISTRATION, LLC. GENERAL PARTNER OF CARDINAL ESTATES, LTD.
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 purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2012

LILIA A. QUINTANILLA– NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the CARDINAL WAVES SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST: Hidalgo County Clerk — date

PLANNING & ZONING COMMISSION
ACKNOWLEDGMENT
THIS PLAT OF CARDINAL WAVES 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 _____, 20___.

CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

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

MAYOR OF CITY OF MISSION — DATE

ATTEST: CITY SECRETARY — DATE

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

MR. FRANCISCO FLORES
GENERAL MANAGER
AQUA SPECIAL UTILITY DISTRICT

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 85534 — P.E. — 6-15-11 DATE
ALFONSO QUINTANILLA P.E. No. 85534

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

DATE OF PREPARATION: MARCH 23, 2011

SHEET NO. 1 OF 3 SHEETS	FILENAME = P:\DATA\LSUBD\LWEDGE\CARDINAL WAVES SUBDIV.PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MARCH 23, 2011	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia
County Commissioner's Court

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

DATE: July 05, 2011

RE: **San Jacinto Estates No. 7 Subdivision – Pct. 1**
Final Approval

San Jacinto Estates No. 7 Subdivision is a seventy (70) lot subdivision located on the East side of Mile 4 ½ West Road approximately 540 feet South of Mile 10 North Road.

The proposed Subdivision lies within the City of Weslaco 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 May 13, 2010. The proposed subdivision lies within a Zone "X un-shaded" as per LOMR-F Case No. 10-06-2843A.

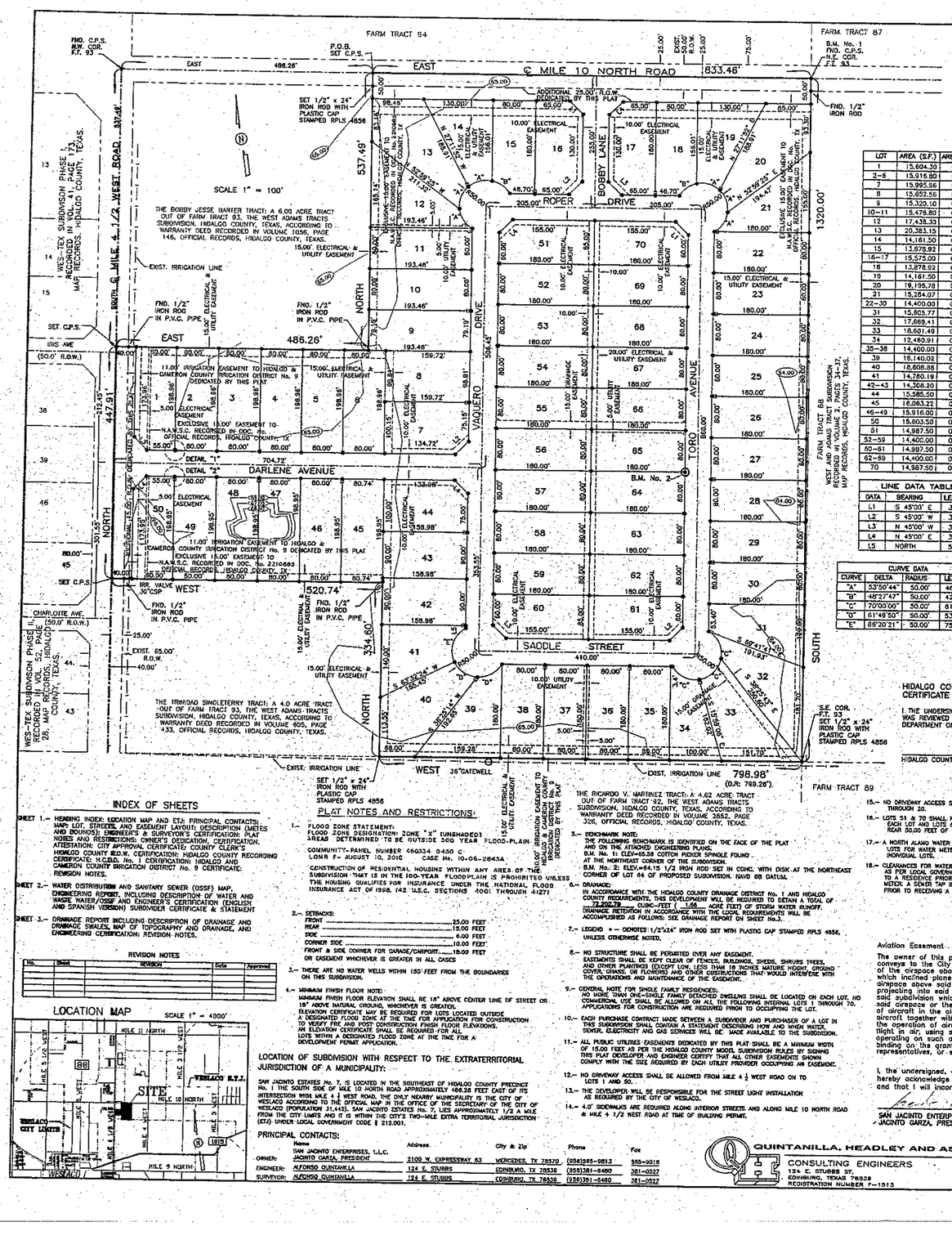
The proposed subdivision plat will dedicate twenty five (25) feet on Mile 10 North Road and fifteen (15) feet on Mile 4 ½ West Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by City of Weslaco.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 10 North Road and along Mile 4 ½ West 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 June 29, 2010. 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 **June 29, 2011.**



LOT	AREA (S.F.)	AREA (AC.)
1	15,604.30	0.358
2-6	15,916.80	0.365
7	15,995.56	0.367
8	15,652.56	0.362
9	15,320.10	0.352
10-11	15,478.80	0.355
12	17,438.30	0.400
13	20,383.15	0.468
14	14,161.50	0.325
15	13,878.92	0.319
16-17	15,575.00	0.358
18	13,878.92	0.319
19	14,161.50	0.325
20	19,195.78	0.441
21	15,284.07	0.351
22-30	14,400.00	0.331
31	15,805.77	0.356
32	17,869.41	0.406
33	18,601.49	0.427
34	12,480.91	0.286
35-38	14,400.00	0.331
39	16,140.02	0.371
40	18,808.38	0.432
41	14,780.19	0.339
42-43	14,308.20	0.328
44	15,585.50	0.358
45	18,043.22	0.359
46-49	15,916.80	0.365
50	15,603.50	0.358
51	14,987.50	0.344
52-59	14,400.00	0.331
60-61	14,987.50	0.344
62-69	14,400.00	0.331
70	14,987.50	0.344

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°00' E	35.36'
L2	S 45°00' W	35.36'
L3	N 45°00' W	35.36'
L4	N 45°00' E	35.36'
L5	NORTH	5.25'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	53°50'44"	50.00'	46.98'
"B"	48°27'47"	50.00'	42.29'
"C"	70°00'00"	50.00'	61.09'
"D"	61°49'50"	50.00'	53.95'
"E"	86°20'21"	50.00'	75.35'

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S HIDALGO COUNTY R.O.W. CERTIFICATION; HIDALGO COUNTY RECORDING CERTIFICATE; H.C.I.D. No. 1 CERTIFICATION; HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE; REVISION NOTES.

SHEET 2.– WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE 1" = 4000'

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD-PLAIN.

COMMUNITY-PANEL NUMBER 480334 0450 C
LOMR F– AUGUST 10, 2012 CASE No. 10-06-2843A

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968, (42 U.S.C. SECTIONS 4001 THROUGH 4127)

2.– SETBACKS:
FRONT ..... 25.00 FEET
REAR ..... 15.00 FEET
SIDE ..... 6.00 FEET
CORNER SIDE ..... 10.00 FEET
FRONT & SIDE CORNER FOR GARAGE/CARPORT ..... 18.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3.– THERE ARE NO WATER WELLS WITHIN 150' FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

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

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

SAN JACINTO ESTATES No. 7, IS LOCATED IN THE SOUTHEAST OF HIDALGO COUNTY PRECINCT No. 1 THE SOUTH SIDE OF MILE 10 NORTH ROAD APPROXIMATELY 486.26 FEET EAST OF ITS INTERSECTION WITH MILE 4 1/2 WEST ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 31,443). SAN JACINTO ESTATES No. 7, LIES APPROXIMATELY 1/2 A MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	SAN JACINTO ENTERPRISES, L.L.C. JACINTO GARZA, PRESIDENT	2100 W. EXPRESSWAY 83	MERCEDES, TX 78570	(956)565-6813	565-9018
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

SUBDIVISION PLAT OF:

SAN JACINTO ESTATES No. 7

A 29.99 ACRE TRACT OF LAND OUT OF FARM TRACT 93, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2064665, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

METES AND BOUNDS

A 29.99 ACRE TRACT OF LAND OUT OF FARM TRACT 93, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34–37, MAP 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 COTTON PICKER SPINDLE SET ON THE NORTH LINE OF FARM TRACT 93 AND IN THE CENTERLINE OF MILE 10 NORTH ROAD FOR THE NORTHEAST CORNER OF THE BOBBY JESSE BARTER TRACT (A 6.0 ACRE TRACT OUT OF FARM TRACT 93, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1058, PAGE 146, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS EAST, 486.26 FEET FROM THE NORTHWEST CORNER OF FARM TRACT 93.

THENCE; EAST, ALONG THE NORTH LINE OF FARM TRACT 93 AND THE CENTERLINE OF MILE 10 NORTH ROAD, A DISTANCE OF 833.46 FEET (DEED RECORD; 833.74 FEET) TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF FARM TRACT 93 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE; SOUTH, ALONG THE EAST LINE OF FARM TRACT 93, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 1651 FOUND AT 25.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 10 NORTH ROAD. A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF FARM TRACT 93 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF FARM TRACT 93, A DISTANCE OF 798.98 FEET (DEED RECORD: 799.26 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THE TRINIDAD SINGLETERRY TRACT (A 4.0 ACRE TRACT OUT OF FARM TRACT 93, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 605, PAGE 433, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF THE TRINIDAD SINGLETERRY TRACT, A DISTANCE OF 334.60 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE NORTH LINE OF THE TRINIDAD SINGLETERRY TRACT, PASSING A 1/2" IRON ROD FOUND AT 490.74 FEET FOR THE EAST RIGHT OF WAY LINE OF MILE 4 1/2 WEST ROAD, A TOTAL DISTANCE OF 520.74 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF FARM TRACT 93 AND IN THE CENTERLINE OF MILE 4 1/2 WEST ROAD FOR THE NORTHWEST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF FARM TRACT 93 AND THE CENTERLINE OF MILE 4 1/2 WEST ROAD, A DISTANCE OF 447.91 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THE BOBBY JESSE BARTER TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE SOUTH LINE OF THE BOBBY JESSE BARTER TRACT, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF MILE 4 1/2 WEST ROAD, A TOTAL DISTANCE OF 486.26 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF THE BOBBY JESSE BARTER TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 512.49 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 10 NORTH ROAD, A TOTAL DISTANCE OF 537.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.99 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH WES–TEX SUBDIVISION PHASE I, RECORDED IN VOLUME 41, PAGE 173, 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 4856 REGISTERED PROFESSIONAL LAND SURVEYOR

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

12-10-09
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement herein granted abuts on a public road and the city, county or state hereafter widens or relocates the public road as as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and contiguous to the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Those agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

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 as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for as long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 31st day of May 20 11

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARZA, PRESIDENT

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: Godfrey Garza Jr. P.E.
ON: 06/08/11

Aviation Easement.

The owner of this property here by dedicates to the public and grants and conveys to the City of Weslaco a continuing right and easement for the use of the airspace above an inclined plane over the property hereon described, which inclined plane shall pass through the elevations hereon shown at the airspace above said plane over said property any growth or structure projecting into said airspace and agree to prevent any use of the surface of said subdivision which would interfere with the operation of aircraft in said airspace or the operation of Mid Valley Airport and to permit the use of aircraft in the airspace above said plane for flight and passage of such aircraft together with the right to cause such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in air, using said airspace in the landing, taking off from, or operating on such airport which dedication easement and permits shall be binding on the grantors herein, their heirs, executors, administrators, or representatives, of successors.

I, the undersigned, owner and developer of SAN JACINTO ESTATES No. 7 hereby acknowledge that the following Aviation Easement is acceptable and that I will incorporate it on the subdivision plat as a note.

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARZA, PRESIDENT

DETAIL "1"
PROP. 5.0'X4.0' EXCLUSIVE EASEMENT TO NAWSC
NON FENCING SEE NOTE 17

DETAIL "2"
PROP. 5.0'X8.0' EXCLUSIVE EASEMENT TO NAWSC
NON FENCING SEE NOTE 17

LOT EASEMENT SCHEDULE	
	LOTS NUMBER
DETAIL "1"	1, 2, 3, 4, 5, 6, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, & 70.
	LOTS NUMBER
DETAIL "2"	7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, & 50

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527

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

SAN JACINTO ENTERPRISES, L.L.C.
I, JACINTO GARZA, PRESIDENT AS OWNER OF THE 29.99 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN JACINTO ESTATES No. 7, HEREBY SUBDIVIDE 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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARZA, PRESIDENT
2100 W. EXPRESSWAY 83
MERCEDES, TEXAS 78570

5/31/2011
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARZA, PRESIDENT

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 he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 31st day of May, 2011.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012.

LILIA A. QUINTANILLA– NOTARY PUBLIC

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 7, was reviewed and approved by the City Council of the City of Weslaco on _____.

Mayor of the City of Weslaco — Date

ATTEST: Secretary of the City of Weslaco — Date

CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL

I THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 7, was reviewed and approved by the Planning and Zoning of the City of Weslaco on _____.

Chairperson of the City of Weslaco — Date

ATTEST: Secretary of the City of Weslaco — Date

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

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 7, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS _____ DAY OF _____, 2011

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HOOD #9 RIGHTS–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.&C.C.I.D. #9.
NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER

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 36554 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 36554
5-31-11
DATE

HIDALGO COUNTY TEXAS

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

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

BY: _____ DEPUTY

SHEET No. 1 OF 3 SHEETS	FILENAME : P:\DATA\SUBDIMS\WESLACO\SAN JACINTO ESTATES No. 7\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	DEC. 17, 2009	M.G.	A.Q.	A.Q.
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	MAY 31, 2011	M.G.	A.Q.	A.Q.

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia
County Commissioner's Court

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

DATE: July 05, 2011

RE: **Mirasol Estates Subdivision – Pct. 1**
Final Approval

Mirasol Estates Subdivision is a thirty eight (38) lot subdivision located between Old La Blanca Road and FM 493 North of Mile 11 North Road.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved Administratively by Planning Staff.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 6, 2011. The proposed subdivision lies within Zone "C & X" as per FEMA's FIRM.

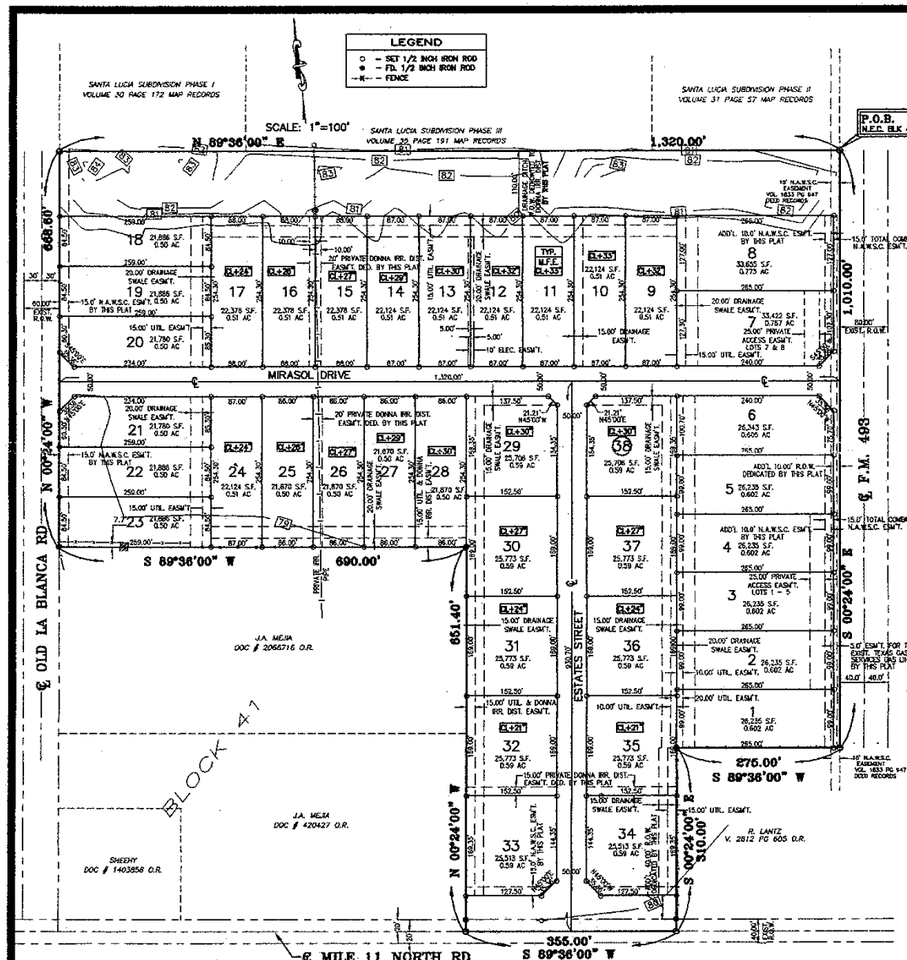
The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on December 17, 2010. The proposed subdivision plat will dedicate twenty (20) feet on FM 493 and forty (40) feet on Mile 11 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by the North Alamo Water Supply Corporation. There is an existing twelve (12) inch waterline on FM 493 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 January 25, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 29, 2011.**



GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE CENTER LINE(S.) OF THE ROAD WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS OR AS NOTED ON THE PLAT. 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 REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
2. THIS SUBDIVISION IS LOCATED IN ZONE "C" AND "X" (AREAS OF MINIMAL FLOODING–NO SHADING) AND AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN.

   FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL No. 480334 0425 C REVISED NOV. 16, 1982 & 480334 0450 C REVISED TO REFLECT LOMAR MAY 30, 2002.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:

   (A.) FRONT: SHALL BE 50 FEET, FOR LOTS 1–8 AND 30 FEET FOR LOTS 18–23 AND 25 FEET FOR LOTS 9–17 AND 24–38.

   (B.) REAR –– 25 FEET FOR LOTS 36–38 AND 30 FEET FOR LOTS 1–6 AND 28–35 AND 35 FEET FOR THE REST OF THE LOTS OR EASEMENT WHICHEVER IS GREATER.

   SIDE ---- 6 FEET OR EASEMENT WHICHEVER IS GREATER.
   SIDE CORNER ---- 15 FEET OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.
4. B.M. #1 = ELEV. 83.0 (NAVD 1988); NAIL IN THE SOUTH FACE OF A POWER POLE, AT THE N.E. CORNER OF THE SUBDIVISION.
5. 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 DEPT., HEALTH DEPT., AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 9 THRU 17 AND 24 THRU 38.
6. 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" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD "INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
8. CORNER MARKERS, CONSISTING OF A ONE–HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING" HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.
9. DONNA IRR. DIST. #2 IS IN CHARGE OF THE IRR. AND DRAINAGE DITCH & MAINTENANCE.
10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWSP) REQUIREMENTS.
11. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 15.22± CUBIC–METER–PER–SECOND (CMS) ACRE–FEET OR 1,452 CUBIC FEET PER LOT 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).
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. KYNDEL W. BENNETT , THE OWNER & SUBDIVIDER OF MIRASOL ESTATES, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
14. SEPTIC TANK NOTES: ONSITE 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 SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI–FAMILY.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
15. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTAINANCE OF DRAINAGE SWALE.
16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

17. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED 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 PERMIT DEVELOPMENT PERMIT. NO WATER OR UTILITY 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.
18. A 6' CHAIN–LINKED FENCE TO BE INSTALLED BY THE DEVELOPER AT THE TIME OF DEVELOPMENT ALONG THE NORTH SIDE OF LOTS 8 THRU 18
19. ALL LOTS IN MIRASOL ESTATES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN MIRASOL ESTATES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF MIRASOL 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("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING MIRASOL ESTATES BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN MIRASOL ESTATES, THE COUNTY AND/O THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY(AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN MIRASOL ESTATES 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.
20. NO ACCESS WILL BE ALLOWED ONTO LOTS 33 AND 34 FROM MILE 11 N., LOTS 8, 7 AND 8 FROM FM 493 AND LOTS 20 AND 21 FROM OLD LA BLANCA RD.
21. NO INDIVIDUAL DRIVEWAY ACCESS WILL BE ALLOWED FROM FM 493 TO LOTS 1 THRU 5. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY THE DEVELOPER ON LOT 2 TO PROVIDE INGRESS AND EGRESS TO FM 493 FROM LOTS 1 THRU 5. SEE SHEET 3 OF 3 FOR DRIVEWAY LOCATION. LOTS 22 AND 23 AS WELL AS LOTS 18 AND 19 MUST HAVE A SHARED DRIVEWAY.
22. TEXAS GAS SERVICES COMPANY TO HAVE 15' OF WORKING(ONLY) EASEMENT ALONG THE EAST SIDE/FRONT OF LOTS 1–8, IN CASE OF REPAIR/RECONSTRUCTION OF THEIR EXIST. GAS LINE IN THE R.O.W.

METES AND BOUNDS

A 27.72 ACRE TRACT OF LAND OUT OF BLOCK 41, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B", HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME "Y" PAGES 469–471, DEED RECORDS OF HIDALGO COUNTY, TEXAS SAID 27.72 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½" IRON ROD SET AT THE WEST RIGHT–OF–WAY LINE OF F.M. ROAD 493 FOR THE NORTHEAST CORNER OF BLOCK 41, THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH 00°24'00" EAST, WITH THE EAST LINE OF SAID BLOCK 41, SAME BEING THE WEST RIGHT–OF–WAY LINE OF F.M. ROAD 493, A DISTANCE OF 1010.00 FEET TO A ½" IRON ROD SET FOR A CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 89°36'00" WEST, A DISTANCE OF 275.00 FEET TO A ½" IRON ROD FOUND FOR AN INNER CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 00°24'00" EAST, AT 250.00 FEET PASS A ½" IRON ROD FOUND AT THE NORTH RIGHT–OF–WAY LINE OF MILE 11 NORTH ROAD, AT 310.00 FEET IN ALL TO A ½" IRON ROD SET AT THE SOUTH LINE OF SAID BLOCK 41 FOR A CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 89°36'00" WEST, WITH SAID SOUTH LINE, A DISTANCE OF 355.00 FEET TO A ½" IRON ROD SET FOR A CORNER OF THIS TRACT OF LAND;

THENCE NORTH 00°24'00" WEST, AT 20.00 FEET PASS A ½" ROD FOUND AT THE NORTH RIGHT–OF–WAY LINE OF SAID MILE 11 NORTH ROAD, AT 651.40 FEET IN ALL TO A ½" ROD FOUND FOR AN INNER CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 89°36'00" WEST, A DISTANCE OF 690.00 FEET TO A ½" IRON ROD FOUND AT THE EAST RIGHT–OF–WAY LINE OF OLD LA BLANCA ROAD, SAME BEING THE WEST LINE OF SAID BLOCK 41 FOR AN OUTER CORNER OF THIS TRACT OF LAND;

THENCE NORTH 00°24'00" WEST, WITH SAID WEST LINE OF BLOCK 41, AND THE EAST RIGHT–OF–WAY LINE OF SAID OLD LA BLANCA ROAD, A DISTANCE OF 668.80 FEET TO A ½" ROD SET AT THE NORTHWEST CORNER OF SAID BLOCK 41, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 89°36'00" EAST, WITH THE NORTH LINE OF SAID LOT BLOCK 41, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 27.72 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 (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center the thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

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 _____ 20____.

KYNDEL W. BENNETT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF MIRASOL ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, A. D.____

_____
CHAIRMAN

SHEET 1 OF 3

PLAT OF MIRASOL ESTATES SUBDIVISION

A 27.72 ACRE TRACT OF LAND OUT OF BLOCK 41, LA BLANCA ROAD AGRICULTURAL COMPANY'S SUBDIVISION "B", HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME "Y" PAGES 469–471, DEED RECORDS OF HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: DECEMBER, 2010

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

I, KYNDEL W. BENNETT, A MARRIED PERSON,
AS OWNER OF THE 36.42 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MIRASOL ESTATES SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREON.

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

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS 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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

OWNER: KYNDEL W. BENNETT, PRESIDENT
MB ROY, LTD., A TX, L.P. BY BENNETT–FLORES INVESTMENTS, CO., 11C A TX. L.L. CO. & ITS GENERAL PARTNER
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20 _____

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

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

ATTEST: _____ _____
SECRETARY MAYOR, CITY OF DONNA, TEXAS.

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS_____DAY OF _____, 20____.

_____ _____
PRESIDENT SECRETARY

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

WE THE UNDERSIGNED CERTIFY that this plat of the MIRASOL ESTATES SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on_____, _____.

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE §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: _____

_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KAMBIZ S. KHADEMI P.E.
REG. PROFESSIONAL ENGINEER No. 57767
6-20-11

STATE OF TEXAS · KAMBIZ S. KHADEMI · 57767 · REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE MIRASOL ESTATES SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ _____
DATE

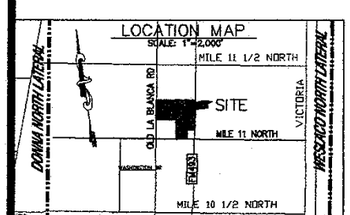
JOSE MARIO GONZALEZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
8207 MATEO ESCOBAR
MONTE ALTO, TX 78538

STATE OF TEXAS · JOSE MARIO GONZALEZ · 5571 · REGISTERED PROFESSIONAL LAND SURVEYOR

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

ON: _____ AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY



K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F–1334)
410 E. DOVE McALLEN, TEXAS 78502
P.O. BOX 3422 FAX (956) 630–2219
(956) 630–2125

INDEX TO SHEETS OF MIRASOL ESTATES SUBDIVISION

SHEET 1	HEADING INDEX; LOCATION MAP, AND ETA PRINCIPAL CONTACTS.
	PLAT WITH LOT, 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; DESCRIBING THE LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT IN WHICH THE PROPERTY IS SITUATED; H.C.I.D.D. NO. 1 CERTIFICATION; DONNA IRRIGATION DISTRICT H.C. #2, H.C. ROW AND H.C.H.D. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAPS; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES;
	ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS);
	INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION
	ENGLISH AND SPANISH VERSIONS;
	OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENTS; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

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

MIRASOL ESTATES IS LOCATED BETWEEN OLD LA BLANCA RD. AND F.M. 493 AND ALONG THE NORTH SIDE OF MILE 11 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS NTE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA(POPULATION 15,486) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 3 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT–FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464–4431	(956) 464–2592
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE	McALLEN 78504	(956) 630–2125	(956) 630–2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	8207 MATEO ESCOBAR MONTE ALTO 78538		(956) 350–5154	(956) 580–5156

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia
County Commissioner's Court

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

DATE: July 05, 2011

RE: **Kyrios Subdivision – Pct. 1**
Final Approval

Kyrios Subdivision is a six (6) lot subdivision located on the Northeast corner of 11th Street and Walker Road.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 24, 2004. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on February 24, 2011. The proposed subdivision plat will dedicate five (5) feet on Walker Road and ten (10) feet on 11th Street of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Donna.

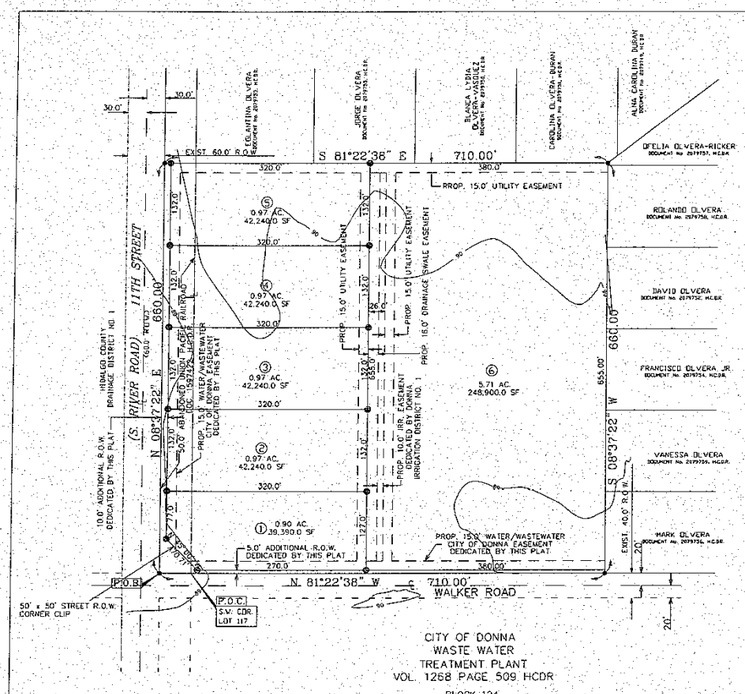
Water Services will be provided by the City of Donna. There is an existing sixteen (16) inch waterline on 11th Street that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on March 21, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 29, 2011.**

KYRIOS SUBDIVISION

A 10.75 ACRE TRACT OF LAND OUT OF BLOCK 117, LOTT TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 0, PAGE 57, MAP RECORDS, HIDALGO COUNTY, TEXAS.



MERIDIAN OF KYRIOS SUBDIVISION
SCALE: 1:100

LEGEND

- ○ = SURVEYORS MONUMENTS
- ● = SET 1/2" IRON ROD
- ——— = RIGHT-OF-WAY LINE
- ——·—— = CENTER LINE
- — — — = EASEMENT LINE
- ——— = LOT LINE

METES AND BOUNDS

A 10.75 ACRE TRACT CONTAINING 10.75 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING PART OR PORTION OF BLOCK 117, LOTT TOWN & IMPROVEMENT COMPANY'S SUBDIVISION, MAP REFERENCE: VOLUME 0, PAGE 57, H.C.M.R., AND ALSO BEING ALL OF THAT TRACT OF LAND DEEDED TO MAXIMO RODRIGUEZ, RECORDED IN DOCUMENT NO. 1597422, H.C.D.R., AND SAID 10.75 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING IN NAIL SET ON THE SOUTHWEST CORNER OF SAID BLOCK 117 THE SOUTHEAST CORNER OF SAID MAXIMO TRACT AND NORTH RIGHT-OF-WAY LINE OF WALKER ROAD, THENCE, N 81°22'38" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID WALKER ROAD, A DISTANCE OF 50.00 FEET TO A NAIL SET ON SOUTHWEST CORNER OF SAID MAXIMO TRACT AND THE EAST RIGHT-OF-WAY LINE OF 11TH STREET (S. RIVER ROAD) FOR THE SOUTHWEST CORNER OF THIS TRACT AND THE POINT OF BEGINNING.

THENCE, N 08°37'22" E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 11TH STREET AND THE WEST LINE OF SAID MAXIMO TRACT, A DISTANCE OF 660.00 FEET TO A 1/2" IRON RODE WITH A PLASTIC CAP STAMPED "CVQ LS" SET IN THE NORTHWEST CORNER OF SAID MAXIMO TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81°22'38" E, AT A DISTANCE OF 50.00 FEET PASS A 1/2" IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID MAXIMO TRACT THE WEST LINE OF SAID BLOCK 117 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DEEDED TO EGLANTINA OLVERA, RECORDED IN DOCUMENT NO. 2079753, H.C.D.C.R., AND CONTINUING A TOTAL DISTANCE OF 710.00 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTHWEST CORNER OF A TRACT OF LAND DEEDED TO OFELIA OLVERA-RICKER, RECORDED IN DOCUMENT NO. 2079757, H.C.D.R., FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08°37'22" W, A DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF SAID WALKER ROAD, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81°22'38" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID WALKER ROAD, AT A DISTANCE OF 660.00 FEET PASS A NAIL SET ON THE SOUTHEAST CORNER OF SAID MAXIMO TRACT AND THE SOUTHWEST CORNER OF SAID BLOCK 117, AND CONTINUING A TOTAL DISTANCE OF 710.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.75 ACRES OF LAND, MORE OR LESS."

GENERAL NOTES

1. SETBACKS AS FOLLOWS:
   LOTS 1 – 5:
   - FRONT – 40.0' OR EASEMENT, WHICHEVER IS GREATER
   - REAR – 15.0' OR EASEMENT, WHICHEVER IS GREATER
   - SIDE – 6.0' OR EASEMENT, WHICHEVER IS GREATER.
   - SIDE CORNER – 15' OR EASEMENT, WHICHEVER IS GREATER

   LOT 6:
   - FRONT – 40.0' OR EASEMENT, WHICHEVER IS GREATER
   - REAR – 15.0' OR EASEMENT, WHICHEVER IS GREATER
   - SIDE – 6.0' OR EASEMENT, WHICHEVER IS GREATER.
2. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME OF A DEVELOPMENT PERMIT APPLICATION.
3. FLOOD ZONE B – AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR 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)

   COMMUNITY-PANEL No. 480334 0425 C
   EFFECTIVE DATE: NOVEMBER 16, 1982.
4. 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.

BENCHMARK NOTE:
5. PROJECT BENCH MARK ELEV.= 89.45' (DISK ON CONC. SLAB) AT THE INTERSECTION OF 11 TH STREET AND WALKER ROAD. DATUM= 87.43'
6. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
7. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 17,046 CUBIC –FEET (0.3913 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: DETENTION WILL BE ACCOMPLISHED BY GREEN AREAS. RUNOFF WIL BE CONVEYED INTO A TEMPORARY DETENTION AREA ON THE EAST SIDE OF THIS SUBDIVISION.
8. DRAINAGE SWALE EASEMENTS:
   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.
9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
10. 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, AND ELECTRICITY WILL BE MADE AVAILABLE TO THE SUBDIVISION.
11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL HAVE A MINIMUM WITH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND THE ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
12. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSF PLAN ARE APPROVED.

CLEARANCES FOR WATER METERS:
13. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S)
14. NO FENCING OR STRUCTURES PERMITTED OVER ALLEYS, UTILITY EASEMENTS OR LOT LINES.
15. ALL UTILITY EASEMENTS, ALLEY AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.
16. IF THE PURCHASER(S) OF A LOT REQUIRES A LARGER METER, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
17. ALL LOTS IN KYRIOS SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN KYRIOS SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF KYRIOS 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 ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND ATTORNEY'S FEES. IF 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 KYRIOS 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 SERVICING ALL THE LOTS IN KYRIOS 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 KYRIOS 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.

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

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

_____ HIDALGO COUNTY JUDGE _____ DATE

ATTEST: _____ HIDALGO COUNTY CLERK _____ DATE

COUNTY CLERK'S RECORDING CERTIFICATE

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

REVISION CHART

NO.	DATE	DONE BY	CHECKED BY	COMMENTS
1	MAY 12TH, 2006	VICTOR H. GARCIA	VICTOR H. GARCIA	RE-STARTED SUBD. AFTER PURCHASE OF RR R.O.W.
2	SEPTEMBER 2006	VICTOR H. GARCIA	VICTOR H. GARCIA	CORRECTED PLAT NOTES
3	JANUARY 2007	VICTOR H. GARCIA	VICTOR H. GARCIA	CORRECTED NEW PLAT NOTES & DATES
4	JANUARY 2011	VICTOR H. GARCIA	VICTOR H. GARCIA	CORRECTIONS MADE AS PER REVIEW
5	MARCH 2011	VICTOR H. GARCIA	VICTOR H. GARCIA	CORRECTIONS MADE AS PER REVIEW

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, MAXIMO RODRIGUEZ, AS OWNER (S) OF THE 10.75 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED KYRIOS SUBDIVISION, HEREBY SUBDIVIDE 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 § 232.032 AND THAT

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

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

_____ DATE

OWNER: MAXIMO RODRIGUEZ
ADDRESS: 1212 BOBBY DRIVE
DONNA, TEXAS 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MAXIMO 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 THE PURPOSE AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2011.

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

CITY COUNCIL'S CERTIFICATION

THE PLAT OF KYRIOS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS _____ DAY OF _____, 2011

ATTESTED: _____ SECRETARY BY: _____ CHAIRMAN

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF KYRIOS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HERE APPROVED BY SUCH COMMISSION.

DATE THIS _____ DAY OF _____, 2011

ATTESTED: _____ SECRETARY BY: _____ MAYOR

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT

ON THIS THE _____ DAY OF _____, 20 ____

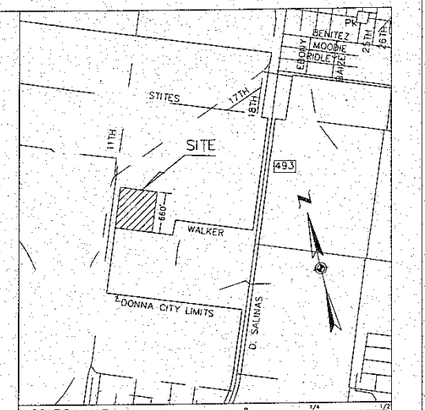
ATTEST:

_____ SECRETARY _____ PRESIDENT

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

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

_____ DATE
HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR



LOCATION MAP

DATE OF PREPARATION: NOVEMBER 2004, SCALE: 1"=100'

A 10.75 ACRE TRACT OF LAND OUT OF BLOCK 117, LOTT TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 0, PAGE 57, MAP RECORDS, HIDALGO COUNTY, TEXAS.

SHEET 1 OF 2

LOCATION DESCRIPTION

KYRIOS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 IN THE SOUTH EAST SIDE OF HIDALGO COUNTY AT THE INTERSECTION OF 11TH STREET AND WALKER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846). KYRIOS SUBDIVISION LIES APPROXIMATELY TWO MILES FROM THE CITY LIMITS OF DONNA AND IS WITHIN THE CITY'S 3 1/2 AND 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND 212.001.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CARLOS VAZQUEZ, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____ DATE

CARLOS VASQUEZ
REG. PROFESSIONAL LAND SURVEYOR # 4608
P.O. BOX 5066, McALLEN TX. 618-1551

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ DATE

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

STATE OF TEXAS
VICTOR HUGO GARCIA
90957
LICENSED PROFESSIONAL ENGINEER

PRINCIPAL CONTACTS:	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MAXIMO RODRIGUEZ	1212 BOBBY DRIVE	DONNA, TEXAS 78537	(956) 343-1960
ENGINEER:	VICTOR HUGO GARCIA, P.E.	2201 NORTHGATE DR.	WESLACO, TX 78596	(956) 514-5086
SURVEYOR:	CARLOS VASQUEZ	517 BEAUMONT	McALLEN TX. 78501	(956) 618-1551

SHEET 1 DATE OF PREPARATION: JUNE 9, 2011

TBPE FIRM REGISTRATION NO. F-7481

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

INDEX TO SHEET OF KYRIOS SUBDIVISION

SHEET 1	HEADING: INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS;
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S 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 ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL;
SHEET 2	REVISION NOTES; H.C. ROW DEPARTMENT CERTIFICATION; WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF TWO MORE FOR OSSF SYSTEM, PLAT NOTES AND RESTRICTIONS IN SPANISH, TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES;

SURVEYED BY:	
PROJECT No.:	
DRAWN BY:	A. A.
CHECKED BY:	C. V.

REVISIONS

DATE	REASON

LAND SURVEYORS
517 BEAUMONT
McALLEN, TEXAS 78501
PH. (956) 618-1551
FAX (956) 618 1547

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PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia
County Commissioner's Court

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

DATE: July 5, 2011

RE: **Tierra De Santa Cruz Subdivision – Pct. 4**
Final Approval/Revision of Plat as per Section 232.041 Local Government Code

Tierra De Santa Cruz Subdivision is a fifty one (51) lot subdivision located on the West side of Brushline Road approximately ¾ mile North of El Cibolo Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 21, 2011. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on January 19, 2011. The proposed subdivision plat not will dedicate additional Road Right of Way.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by the North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Brushline 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 February 22, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **May 17, 2011.**

PLANNING DEPARTMENT
County Of Hidalgo

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

MEMORANDUM

To: Hidalgo County Commissioners' Court

From: Raul E. Sesin, P.E., C.F.M., Planning Administrator

Date: May 18, 2011

Via: Court Agenda

Re: Revision of Ranchos Los Papalotes No. 1

C: Steve Crain, Atlas and Hall

On Tuesday, May 17th, 2011 the Hidalgo County Advisory Board recommended for final approval of the proposed "Tierra de Santa Cruz Subdivision". However, the Court in addition to reviewing that recommendation which was based on compliance with the County Subdivision Rules is being asked to follow Local Government Code Sec. 232.041 Revision of Plat.

Attached please find the statute that our department is following in order to consider the revision to Ranchos Los Papalotes No. 1. The proposed revision excludes (14) lots from the original plat which are owned by individuals and the remainder of lots (26) shall comprise the new plat being proposed as "Tierra de Santa Cruz" by developer Richard W. Ruppert.

As per statute we have published a total of (3) notices in the McAllen Monitor that advised the general public of the proposed revision and the date for the Commissioners' Court Meeting which shall be on Tuesday, May 24th at 9:30 am at 100 E. Cano, Edinburg, TX. In addition, the law specifies that the County send certified letters to current non-developer lot owners in the subdivision notifying them of the proposed changes. We sent those letters on April 19, 2011 and sent a regular mail follow up letter on May 11, 2011 that spoke of the Advisory Board meeting.

In all, we have had (5) inquiries with at least two lot owners in opposition to the proposed revision. The other two lot owners seemed to be neutral on the development and one other phone call was just an interested party that had general questions about the ossf systems. All parties were given an explanation on the process and told that the meetings to be held were public and open to comments.

If there are any other questions regarding this agenda item please let us know as soon as possible at (956) 318-2840 or Mr. Crain at (956) 682-5501.

Thank You.

*** * * END OF MEMORANDUM * * ***

1304 S. 25th St. Edinburg, Texas 78542 (956) 318-2840 Fax. (956) 318-2844

Sec. 232.041. REVISION OF PLAT. (a) A person who has subdivided land that is subject to the subdivision controls of the county in which the land is located may apply in writing to the commissioners court of the county for permission to revise the subdivision plat filed for record with the county clerk.

(b) After the application is filed with the commissioners court, the court shall publish a notice of the application in a newspaper of general circulation in the county. The notice must include a statement of the time and place at which the court will meet to consider the application and to hear protests to the revision of the plat. The notice must be published at least three times during the period that begins on the 30th day and ends on the seventh day before the date of the meeting. If all or part of the subdivided tract has been sold to nondeveloper owners, the court shall also give notice to each of those owners by certified or registered mail, return receipt requested, at the owner's address in the subdivided tract.

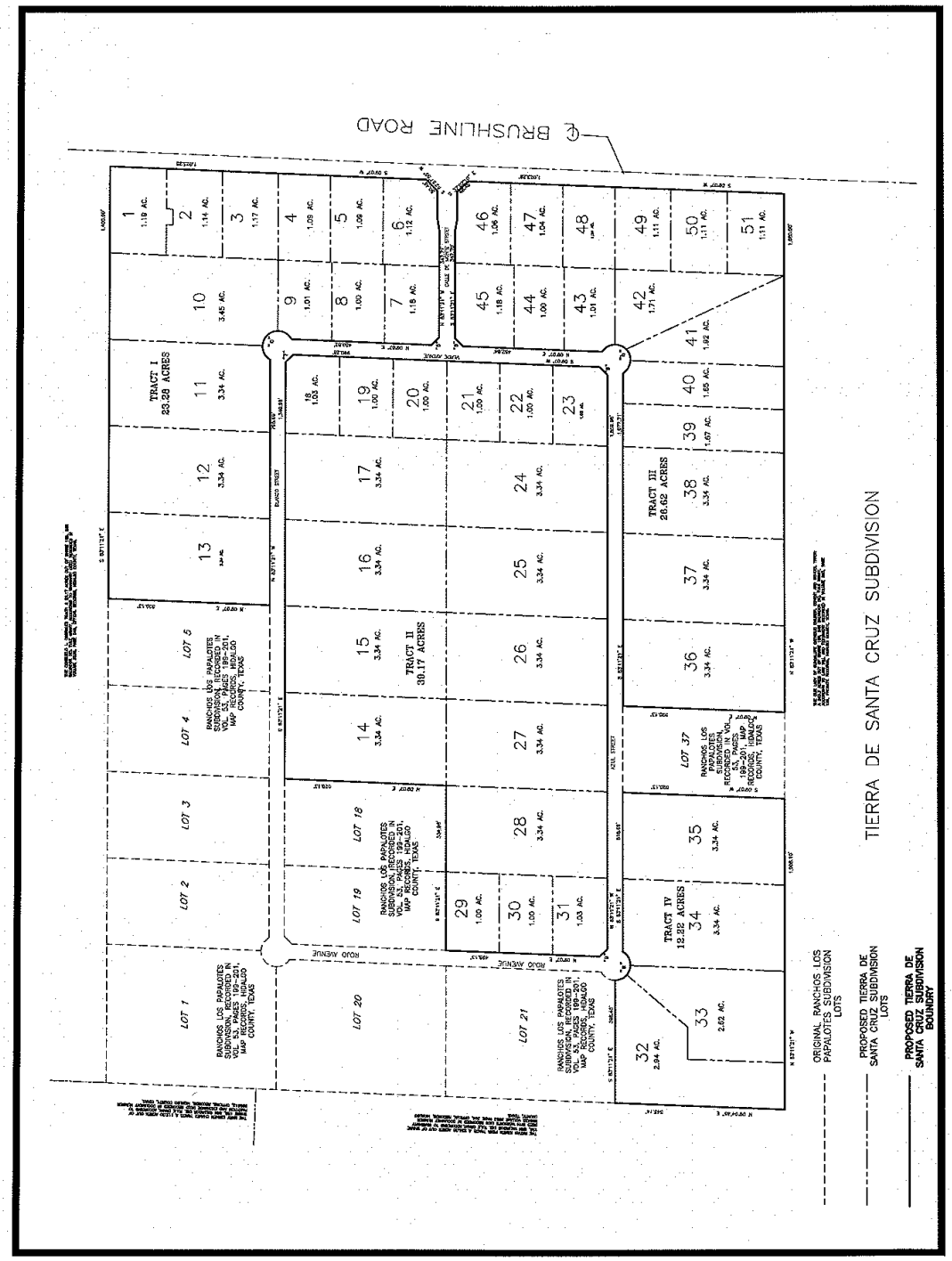
(c) During a regular term of the commissioners court, the court shall adopt an order to permit the revision of the subdivision plat if it is shown to the court that:

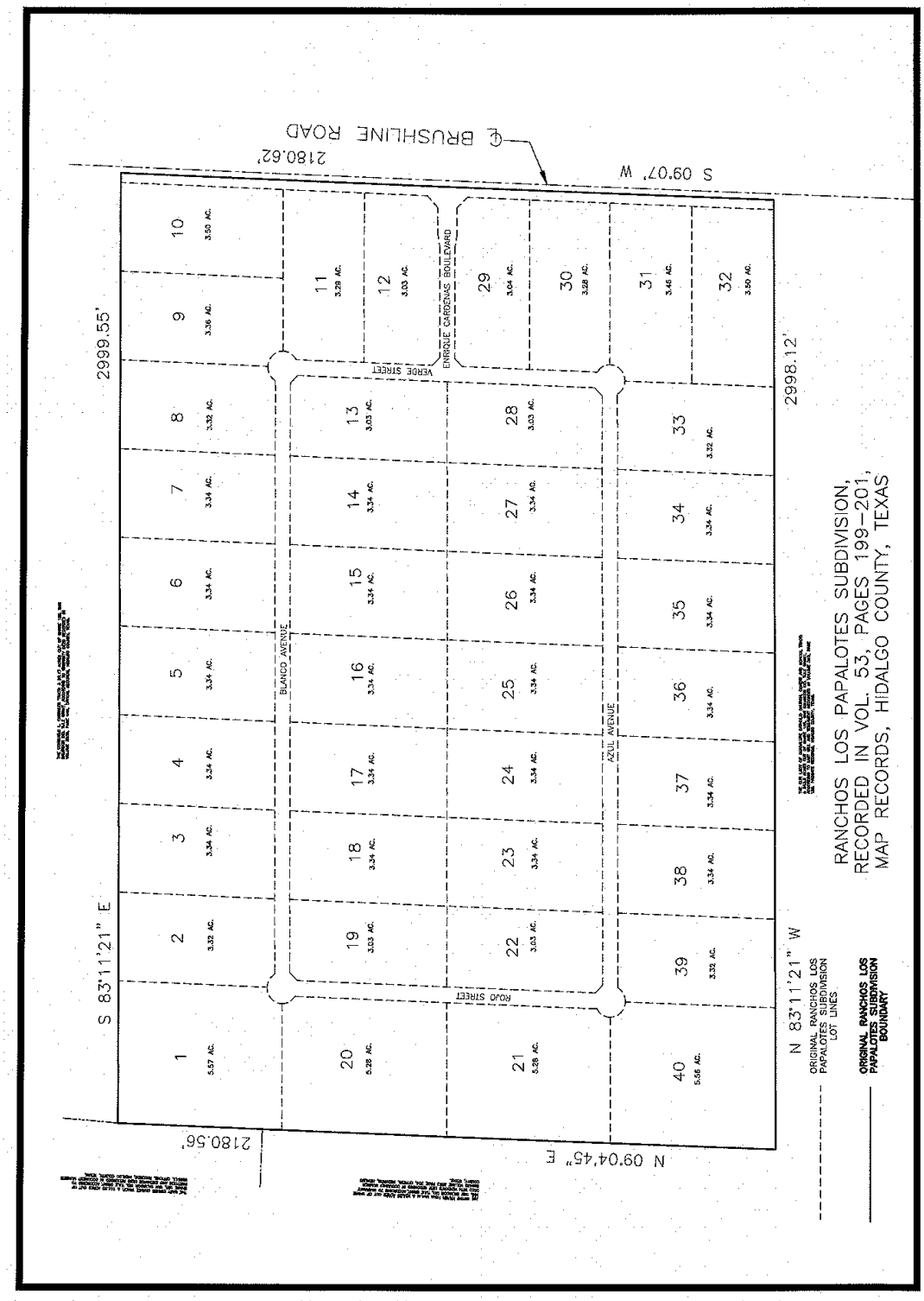
(1) the revision will not interfere with the established rights of any owner of a part of the subdivided land; or

(2) each owner whose rights may be interfered with has agreed to the revision.

(d) If the commissioners court permits a person to revise a subdivision plat, the person may make the revision by filing for record with the county clerk a revised plat or part of a plat that indicates the changes made to the original plat.

Added by Acts 1995, 74th Leg., ch. 979, Sec. 4, eff. June 16, 1995.


TIERRA DE SANTA CRUZ SUBDIVISION
ORIGINAL RANCHOS LOS PAPALOTES SUBDIVISION LOTS
PROPOSED TIERRA DE SANTA CRUZ SUBDIVISION LOTS
PROPOSED TIERRA DE SANTA CRUZ SUBDIVISION BOUNDARY
TRACT I 33.28 ACRES
TRACT II 30.17 ACRES
TRACT III 26.62 ACRES
TRACT IV 12.22 ACRES
ROJO AVENUE
AZUL STREET
BLANCO STREET
VERDE AVENUE
RANCHOS LOS PAPALOTES SUBDIVISION, RECORDED IN VOL. 53, PAGES 199-201, MAP RECORDS, HIDALGO COUNTY, TEXAS


℄ BRUSHLINE ROAD
S 09°07' W
2180.62'
2999.55'
2998.12'
S 83°11'21" E
N 83°11'21" W
N 09°04'45" E
2180.56'
BLANCO AVENUE
VERDE STREET
ENRIQUE CARDENAS BOULEVARD
AZUL AVENUE
ROJO STREET
RANCHOS LOS PAPALOTES SUBDIVISION,
RECORDED IN VOL. 53, PAGES 199-201,
MAP RECORDS, HIDALGO COUNTY, TEXAS
ORIGINAL RANCHOS LOS PAPALOTES SUBDIVISION LOT LINES
ORIGINAL RANCHOS LOS PAPALOTES SUBDIVISION BOUNDARY

TJ Arredondo

From: Raul Sesin [Raul.Sesin@co.hidalgo.tx.us]
Sent: Thursday, April 28, 2011 2:34 PM
To: 'Irma'
Cc: 'TJ Arredondo'; Nora D Cavazos; 'Jose Rafael Tovar'
Subject: RE: Proposed Revision of Ranchos Los Papalotes No. 1

Ms. Garza,

In accordance with Texas Local Government Code this is the comment period afforded to the existing land owner's of Ranchos Los Papalotes No. 1 Subdivision for the proposed revision to the plat. Your written objection will be noted and there will be a public meeting for you to voice your concerns held on May 17, 2011 at 5:30 pm at 1304 South 25th Street, Edinburg, Texas 78542. In Addition, another public meeting will be held on May 24, 2011 at 9:30 am at 100 East Cano, Edinburg, Texas, 78542. You will have an opportunity to present your case before the Subdivision Advisory Board and the Commissioner's Court at the aforementioned meeting dates. Please call my office at 956-318-2840 and ask to speak to T.J. Arredondo, Planning Supervisor, and/or Nora Cavazos, Administrative Secretary, if you need directions on where the meetings will be held.

Thank you for communicating your concerns. Please contact me and/or Mr. Arredondo via email or at 956-318-2840 if you would like to meet to discuss further or if we may provide you with additional assistance regarding this item.

Respectfully,

Raul E. Sesin, PE, CFM
Planning Administrator

Please refrain from printing this email unless completely necessary. Go Green!

From: Irma [mailto:irmapgarza@aol.com]
Sent: Thursday, April 28, 2011 1:21 PM
To: raul.sesin@hchd.org
Subject: RE: Proposed Revision of Ranchos Los Papalotes No. 1

I am writing you to follow up on our conversation regarding our property in Los Papalotes Ranch. Our Lot is #37 and from what I understand the idea that is being presented is Lot 6 - 17, 22-36 and 38 Los Papalotes Subdivision will be subdivided named "Tierra de Santa Cruz Subdivision They are 3 acre lots, so they will be sold as 1 acre lots.
I purchased this lot under restrictions, one single family home, no trailers, with certain amount of land for a home w/1700 square feet minimum. Only 1/4 of the lot can be cleared of the trees etc. So how is it that now this is happening. I am stuck in the middle of a NEW subdivision?
What can I do? Is this a done deal? This developer is famous for being cut throat, I don't know why we didn't know about this before.

1304 S. 25th St. Edinburg, Texas 78542 (956) 318-2840 Fax. (956) 318-2844

Please let me know what I can because this is so upsetting to us and we really don't know who to proceed.

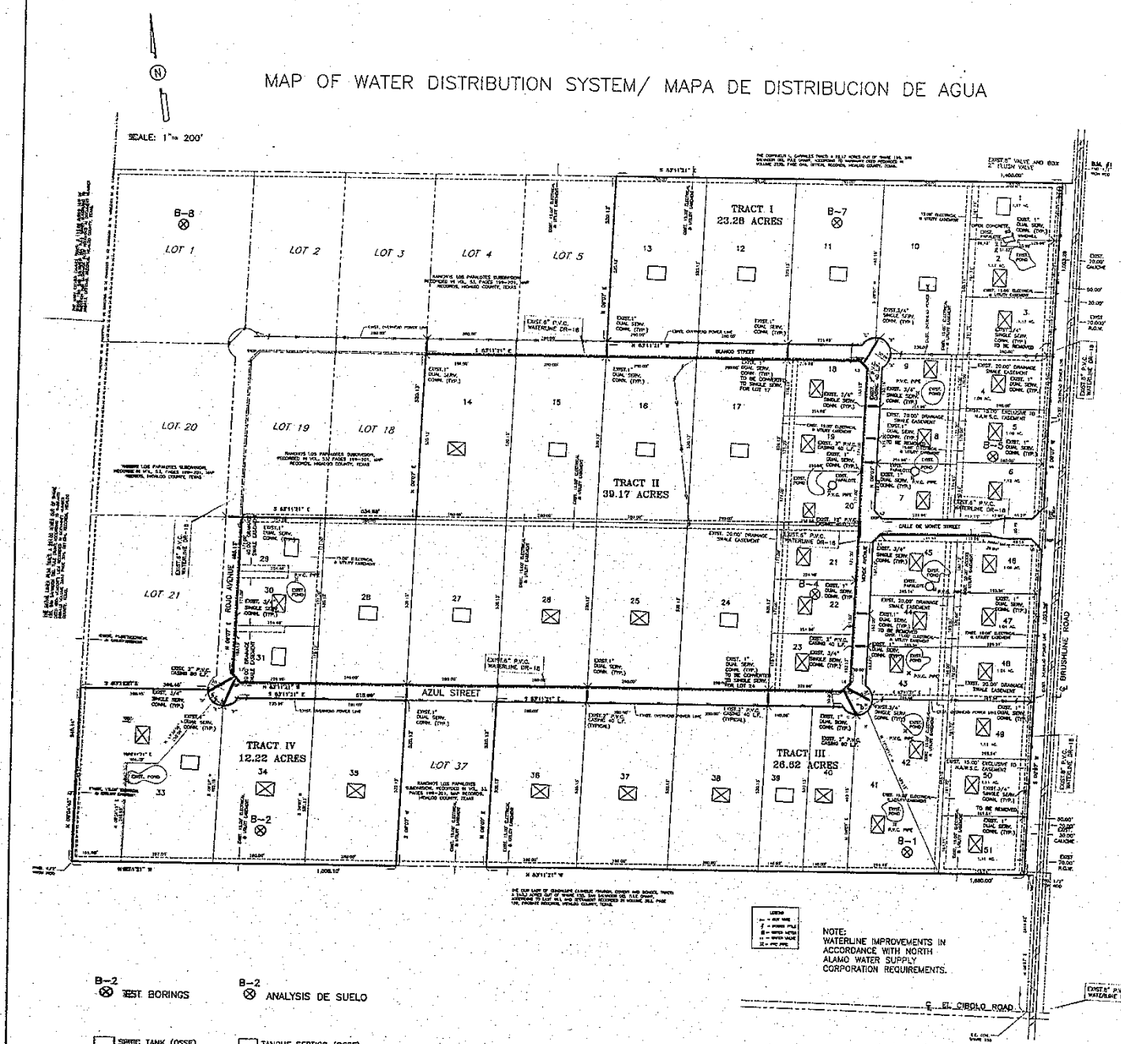
Thanks,
Irma Garza
Lot 37

1304 S. 25th St. Edinburg, Texas 78542 (956) 318-2840 Fax. (956) 318-2844

TIERRA SANTA CRUZ SUBDIVISION

A 101.29 ACRE TRACT OF LAND BEING ALL OF LOTS 6 THRU 17, 22 THRU 36, AND 38 THRU 40, RANCHOS LOS PAPALOTES SUBDIVISION No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGES 199 THRU 201, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



B-2 ⊗ TEST BORINGS

B-2 ⊗ ANALYSIS DE SUELO

SEPTIC TANK (OSSF)

TANQUE SEPTICO (OSSF)

EXISTING SEPTIC TANK (OSSF)

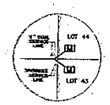
EXISTENTE TANQUE SEPTICO (OSSF)

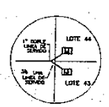
WM WATER METER BOX

6" WATER SUPPLY LINE

CM CAJA DE MEDIDOR DE AGUA

6" LINEA DE AGUA





COST ESTIMATE

PAVING & DRAINAGE IMPROVEMENTS:	$ 6,127.50
WATER DISTRIBUTION:	$ 24,700.00
OSSF:	$ 67,500.00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS. 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
QuintanillaHeadley@sbcglobal.net

FINAL ENGINEERING REPORT FOR TIERRA DE SANTA CRUZ SUBDIVISION:
BY: ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

TIERRA DE SANTA CRUZ SUBDIVISION IS PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDE DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" WATERLINE ON THE WEST SIDE OF BRUSHLINE ROAD THAT ENDS WITH A 2" FLUSH VALVE ON THE NORTHEAST CORNER OF LOT 1 OF TIERRA DE SANTA CRUZ SUBDIVISION.

THE WATER SYSTEM FOR TIERRA DE SANTA CRUZ SUBDIVISION CONSISTS OF AN EXISTING 8" WATERLINE AND A EXISTING 6" WATERLINE. THE EXISTING 8" WATERLINE TAPS INTO THE EXISTING 6" WATERLINE THAT RUNS NORTH ALONG THE WEST SIDE OF BRUSHLINE ROAD. THE EXISTING 8" WATERLINE RUNS WEST ALONG THE SOUTH SIDE OF ENRIQUE CARDENAS BLVD. AND TEE OFF ON THE WEST SIDE OF VERDE AVENUE. THEN THE EXISTING 8" WATERLINE RUNS SOUTH ALONG THE WEST SIDE OF VERDE AVENUE, WHICH RUNS WEST ALONG THE NORTH SIDE OF AZUL STREET, THEN THE EXISTING 8" WATERLINE TURN NORTH ALONG THE EAST SIDE OF ROJO AVENUE, AND THEN TURNS EAST ALONG THE SOUTH SIDE OF BLANCO STREET AND THEN TURNS SOUTH ALONG THE WEST SIDE OF VERDE AVENUE BACK TO THE SOUTH SIDE ENRIQUE CARDENAS BLVD.

FROM THE 8" WATERLINES, THERE ARE ELEVEN (11) NEW 1" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS 1 & 2, 3 & 4, 5 & 6, 7 & 8, 19 & 20, 21 & 22, 40 & 41, 43 & 44, 46 & 47, 48 & 49, 50 & 51 BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT, AND FIVE (5) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES ON LOTS 9, 30, 31, 32 AND 45. THERE ARE AN EXISTING TWENTY FOUR (24) WATER SERVICES CURRENTLY LOCATED ON LOTS 10-18, 23-29, 33-39, AND 42.

THE 8" WATERLINES, THE DUAL SERVICE LINES, THE SINGLE SERVICE LINES, AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ 24,700.00 OR $ 484.31 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 21,000.00 OR $ 411.76 PER LOT FOR THE 30 YEAR WATER SERVICE AGREEMENT WHICH COVERS WATER METER SIZE, WATER SUPPLY FEE AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM TIERRA DE SANTA CRUZ SUBDIVISION IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT AND CONCLUDED THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOW.

EACH LOT IN THE SUBDIVISION IS AT LEAST ONE (1) ACRES IN SIZE. THE U.S.D.A. SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A FINE SANDY LOAM AND SANDY CLAY LOAM, AND (5) TEST BORINGS WERE MADE AT OPPOSITE AREAS OF THE SUBDIVISION – THE CENTERS OF THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,250.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. OSSF'S FOR 38 LOTS (LOTS 2-8, 14, 16-23, 25-26, 30, 32, 34-38 AND 40-51) HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 45,000.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF THESE OSSF ON APRIL 12, 2011.

IN ADDITION, THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON THE REMAINING LOTS IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. 15 LOTS (LOTS 1, 10-13, 15-17, 24, 27-29, 31 33 AND 39) HAVE NOT INSTALLED OSSF AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL.

WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A CASHIERS CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 22,500.00. WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON THE REMAINING 15 LOTS. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF A SEPTIC SYSTEM BY WRITING OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO CONSTRUCT A SEPTIC SYSTEM. SEPTIC TANK SYSTEMS SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.
I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES: THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, COST A GRAND TOTAL OF $ 45,700.00 WHICH EQUALES TO $ 895.05 PER LOT.

SEWAGE FACILITIES: SEPTIC SYSTEMS ARE ESTIMATED TO COST $1,323.53 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 67,500.00 FOR THE ENTIRE SUBDIVISION.

ALFONSO QUINTANILLA
P.E. No. 95534

4-11-11
DATE

SUBDIVIDER CERTIFICATION

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I (WE), RICHARD RUPPERT SUBDIVIDERS OF TIERRA DE SANTA CRUZ SUBDIVISION HEREBY CERTIFY SEWER PERMITS FOR 38 LOTS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT AND CERTIFY SEWER PERMITS FROM HIDALGO COUNTY HEALTH DEPARTMENT ARE REQUIRED FOR THE REMAINING 15 LOTS PRIOR TO BUILDING ON ANY LOT; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

4-11-11
DATE

SANTA CRUZ PROPERTIES, LTD.
BY: GENERAL PARTNER
RUPPERT COMPANY, LLC
BY: RICHARD RUPPERT, PRESIDENT

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

REPORTE FINAL DE INGENIERIA PARA TIERRA DE SANTA CRUZ SUBDIVISION:
POR: ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

TIERRA DE SANTA CRUZ SUBDIVISION ESTA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. CUENTA CON UNA LINEA DE AGUA EXISTENTE DE 8" EN EL LADO OESTE DE LA CALLE BRUSHLINE ROAD.

EL SISTEMA DE AGUA PARA TIERRA DE SANTA CRUZ SUBDIVISION, CONSISTE DE UNA LINEA DE AGUA DE EXISTENTE 8" DE DIAMETRO Y OTRA EXISTENTE 6" DE DIAMETRO. LA LINEA DE EXISTENTE 8" DE DIAMETRO SE CONECTA CON LA LINEA DE AGUA DE EXISTENTE 8" DE DIAMETRO QUE CORRE AL NORTE EN EL LADO OESTE DE LA CALLE DE BRUSHLINE ROAD. EXISTENTE 8" DE DIAMETRO CORRE OESTE EN EL LADO SUR DE LA CALLE DE ENRIQUE CADENAS BLVD. Y ASE VUELTA EN EL LADO OESTE DE LA CALLE VERDE AVENUE. LA LINEA EXISTENTE 6" DE DIAMETRO CORRE SUR EN EL LADO OESTE DE LA CALLE VERDE AVENUE, Y CORRE OESTE EN EL LADO NORTE DE LA CALLE AUZL STREET. Y LA EXISTENTE 6" DE DIAMETRO CORRE NORTE EN EL LADO ESTE DE LA CALLE ROJO AVENUE, Y LA LINEA DE EXISTENTE 8" DE DIAMETRO CORRE ESTE EN EL LADO SUR DE LA CALLE BLANCO STREET Y ASE VUELTA AL SUR EN EL LADO OESTE DE LA CALLE VERDE AVENUE HASTA CONECTAR CON LA LINEA DE EXISTENTE 8" DE DIAMETRO A DONDE CONECTA EN EL LADO SUR DE LA CALLE ENRIQUE CADENAS BLVD.

DE LA LINEAS DE 8" DE DIAMETRO SE DESPRENDEN ONCE (11) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES 1 & 2, 3 & 4, 5 & 6, 7 & 8, 19 & 20, 21 & 22, 40 & 41, 43 & 44, 46 & 47, 48 & 49, 50 & 51 PARA DESPUES DIVORSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y CINCO (5) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA EL MEDIDOR DE LOTES 9, 30, 31, 32, AND 45. HAY VENTIDUATRO (24) SERVICIOS SENCILLOS EXISTENTE EN LOTES 10-18, 23-29, 33-39, Y 42.

LA LINEA DE AGUA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIOS DOBLES DE 1", LAS LINEAS DE SERVICIOS SENCILLOS DE 3/4" Y LAS CAJAS DE LOS MEDIDORES, FUERON INSTALADOS A UN COSTO TOTAL DE US$ 24,700.00 US$ 484.31 POR LOTE. EL DUEÑO DE LA SUBDIVISION HA PAGADO ADICIONALMENTE A N.A.W.S.C. LA CANTIDAD DE US$ 21,000.00. EL CUAL CUBRE EL COSTO DE US$ 411.76 POR SOLAR EL CONTRATO Y DOCUMENTO DE 30 DE SERVICION DE AGUA POTABLE POR EL MEDIDOR DE AGUA, (INCLUYENDO COSTOS DE LA INSTALACION DE CADA MEDIDOR, LOS GASTOS DE CONEXION Y MEMBRESIAS), CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

SERVICIO DE DRENAJE: Descripcion y Costos.

EL DRENAJE DE TIERRA DE SANTA CRUZ SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE PARA CADA SOLAR. EL INGENIERO QUE ABAJO FIRMA HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION SERA DE AL MENOS DE UN(1) ACRES DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON (5) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 6, 11, 22, 34, Y 41 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DECLARADA). EL SUELO ES UNIFORME DE BARRO ARENOSO EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION. NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON US$ 1,250.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS LAS FOSA SEPTICAS PARA 38 LOTES (LOTES 2-8, 14, 16-23, 25-26, 30, 32, 34-38 Y 40-51) HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACION FINAL. A UN COSTO TOTAL DE US$ 45,000.00., EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO ESTOS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE EL 12 DE ABRIL DE 2011.

ADEMAS, EL COSTO ESTIMADO PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR LOS OTROS LOTES SON US$ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS FOSA SEPTICAS PARA 15 LOTES (LOTES 1, 10-13, 15-17, 24, 27-29, 31 33 Y 39) NO HA SIDO INSTALADA EN EL PROCESO DE LA APROBACION FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISION PROPORCIONARA UNA GARANTIA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE DE CAJEROS REPRESENTANDO UN "DEPOSITO EN EFECTIVO" DEPENDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 22,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SEPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISION INCLUIRA EL COSTO DE UN SISTEMA DE FOSA SEPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUES DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE PEDIR LA INSTALACION DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISION Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACION PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICO. LAS FOSAS SEPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE $ 45,700.00 LO CUAL EQUIVALE A $ 895.05 POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS (OSSF) COSTARAN US$ 1,323.53 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 67,500.00 PARA TODA LA SUBDIVISION EN CARTA DE CREDITO.

ALFONSO QUINTANILLA
P.E. No. 95534

4-11-11
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

SANTA CRUZ PROPERTIES, LTD.
BY: GENERAL PARTNER
RUPPERT COMPANY, LLC
BY: RICHARD RUPPERT, PRESIDENT

BEFORE ME, the undersigned notary public, on this day personaly appeared BY: RICHARD RUPPERT, PRESIDENT 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 purposed and consideration thereby expressed.

Given under my hand and seat of office this 11th day of April, 2011

ULIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 25, 2012.

ULIA A. QUINTANILLA– NOTARY PUBLIC

THE COUNTY OF HIDALGO TEXAS

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

ON: _____AT._____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET NO.	FILENAME: F:\DATA\SURDWG\HIDALGO CO.\TIERRA SANTA CRUZ SUBDIVISION\SPLT			
4 OF 5	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	1-13-2011	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

Charge to VLTC
GF: 119,492

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT
VALLEY LAND TITLE CO
BY: L. Orlinda

Date: **March 29, 2010**

Grantor: **LEOCADIA TREVINO AND HUSBAND, ANTONIO TREVINO**

Grantor's Mailing Address (including county): **16304 Northshore Dr.**
Channelview, Harris County, Texas 77530-4436

Grantee: **THE COUNTY OF HIDALGO**

Grantee's Mailing Address (including county): **2401 N. Moorefield Rd.**
Mission, Hidalgo County, Texas 78572

Consideration: **Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged**

Property (including any improvements):

All of Lot 6, SALIDA DEL SOL ESTATES SUBDIVISION, an Addition to the City of La Joya, Hidalgo County, Texas, according to the map recorded in Volume 32, Page 81, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty: To the extent they validly exist:

1. **Restrictive covenants as set forth in instrument recorded in Volume 32, Page 81, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.**

2. **Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Salida Del Sol Estates Subdivision, recorded in Volume 32, Page 81, Map Records of Hidalgo County, Texas.**

3. **Pipeline easement in favor of BNP Petroleum Corporation as shown by instrument dated January 22, 1998, filed January 26, 1998 under Document Number 650613, Official Records of Hidalgo County, Texas.**

4. **Utility easement in favor of La Joya Water Supply Corporation as shown by instrument dated April 12, 2007, filed June 20, 2007 under Document Number 1772975, Official Records of Hidalgo County, Texas. By instrument dated September 30, 2008, filed October 9, 2008 under Document Number 1935950, Official Records of Hidalgo County, Texas, said easement were assigned to Agua Special Utility District.**

5. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell and Lucile Mitchell to J.A. Gillett, dated September 25, 1934, recorded in Volume 2, Page 534, Oil and Gas Records of Hidalgo County, Texas.**

6. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell and wife,---- to Richard H. Browns, dated February 20, 1935, recorded in Volume 6, Page 547, Oil and Gas Records of Hidalgo County, Texas.**

7. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell and wife, Lucie D. Mitchell to Sun Oil Co., dated May 8, 1937, recorded in Volume 21, Page 288, Oil and Gas Records of Hidalgo County, Texas.**

8. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell to Jules B. Fox, dated September 4, 1946, recorded in Volume 69, Page 260, Oil and Gas Records of Hidalgo County, Texas.**

9. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell to Glynn M. Johnson, dated October 1, 1946, recorded in Volume 69, Page 391, Oil and Gas Records of Hidalgo County, Texas.**

10. **Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated January 29, 1997, filed February 27, 1997 under Document Number 581482 and 581569, both in the Official Records**

of Hidalgo County, Texas. Amendment filed May 27, 1997 under Document Number 600630, Official Records of Hidalgo County, Texas.

11. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated April 30, 1997, filed May 27, 1997 under Document Number 600629, Official Records of Hidalgo County, Texas.

12. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated August 5, 1997, filed August 8, 1997 under Document Number 615833, Official Records of Hidalgo County, Texas.

13. Terms, stipulations and conditions contained in Memorandum of Lease executed by Hemus, LTD to BNP Oil & Gas Properties, Ltd., dated January 15, 2003, filed January 22, 2003 under Document Number 1160040, Official Records of Hidalgo County, Texas.

14. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by TLG Investments to BNP Oil and Gas Properties, Ltd., dated February 15, 2003, filed March 31, 2003 under Document Number 1182742, Official Records of Hidalgo County, Texas.

15. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Bar B Oil & Gas Trust to BNP Oil and Gas Properties, Ltd., dated February 1, 2003, filed April 11, 2003 under Document Number 1187933, Official Records of Hidalgo County, Texas.

16. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Hemus Ltd. to Chesapeake Exploration Limited partnership, dated April 26, 2007, filed May 23, 2007 under Document Number 1762050, Official Records of Hidalgo County, Texas.

17. Mineral and/or royalty reservation contained in deed dated February 20, 1981, recorded in Volume 1710, Page 415, Deed Records of Hidalgo County, Texas.

18. Mineral and/or royalty interest granted in deed dated June 30, 1998, filed July 2, 1998 under Document Number 690317, Official Records of Hidalgo County, Texas.

19. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

20. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

21. Standby fees, taxes and assessments by any taxing authority for the year 2010, and subsequent years, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Leocadia Trevino
LEOCADIA TREVINO

Antonio Trevino
ANTONIO TREVINO

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 04-01, 2010 by **LEOCADIA TREVINO.**

Felix E Salinas
My Commission Expires
03/31/2013

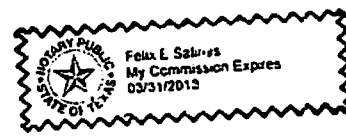
Felix E Salinas
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 04-01, 2010 by ANTONIO TREVINO.

NOTARY PUBLIC - STATE OF TEXAS



AFTER RECORDING RETURN TO :
THE COUNTY OF HIDALGO
2401 N. Moorefield Rd.
Mission, Texas 78572

PREPARED IN THE LAW OFFICE OF:
L.G. 'JERRY' CANALES
217 W. Cano
Edinburg, Texas 78539
File No.: 119492

METES & BOUNDS
15.00 FOOT EXCLUSIVE PERMANENT WATERLINE EASEMENT
PARCEL-9

A TRACT OF LAND CONTAINING 1,724.00 SQUARE FEET OUT OF LOT SIX (6), SALIDA DEL SOL ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGE 81, MAP RECORDS, HIDALGO COUNTY, TEXAS, CONVEYED TO LEOCADIA TREVINO, RECORDED IN DOCUMENT #761397, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

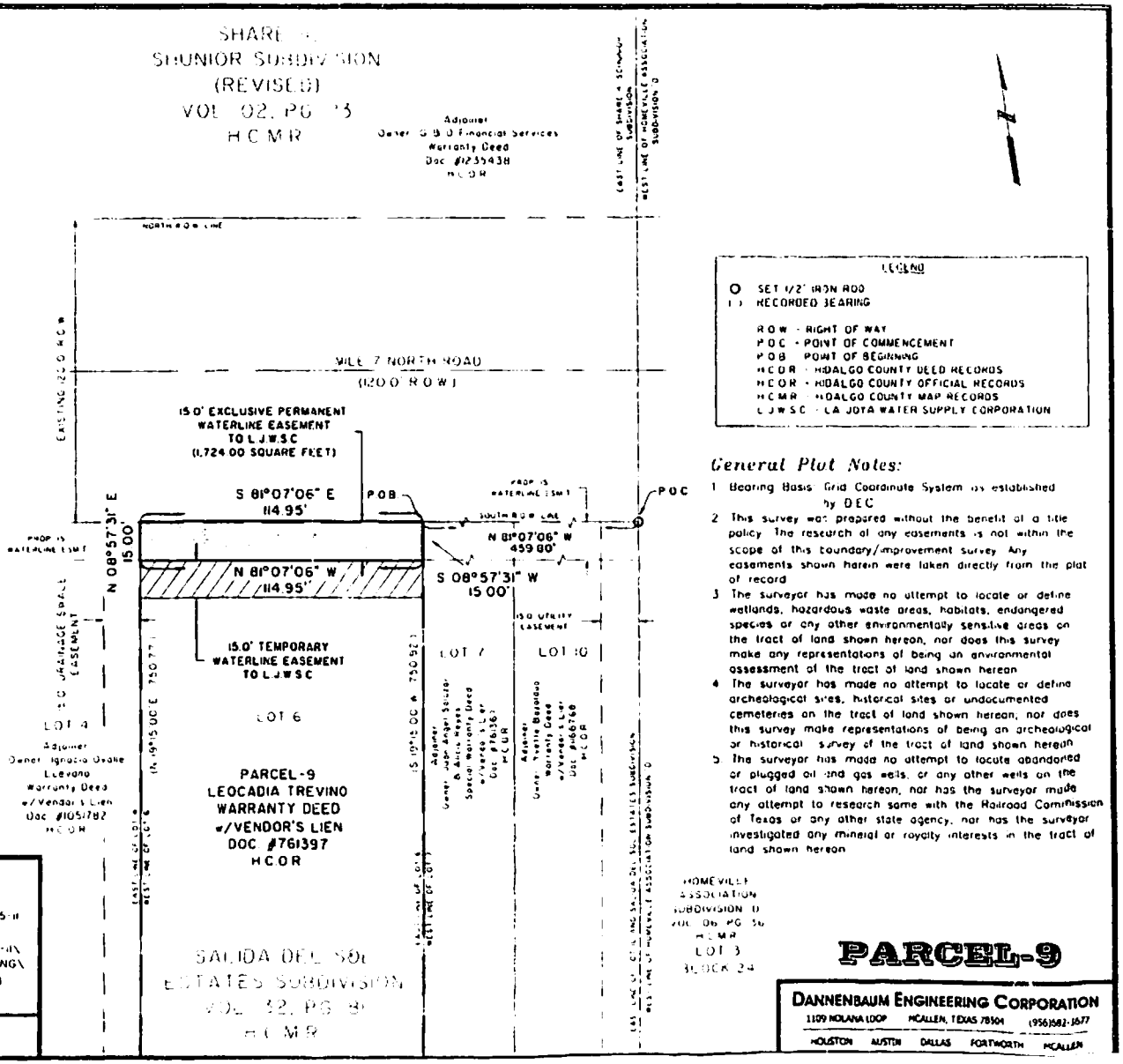
COMMENCING AT A SET 1/2" INCH DIAMETER IRON ROD WITH A DEC PLASTIC CAP LOCATED ON THE WEST LINE OF LOT THREE (3), BLOCK TWENTY FOUR (24), HOMEVILLE ASSOCIATION SUBDIVISION "D" ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 06, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND AT THE NORTHEAST CORNER OF LOT TEN (10), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO YVETTE BAZALDUA, RECORDED IN DOCUMENT #660760, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF MILE 7 NORTH ROAD (120') R.O.W.; **THENCE, NORTH 81 DEGREES 07 MINUTES 06 SECONDS WEST**, ALONG THE NORTH LINE OF LOT TEN (10), LOT NINE (9), LOT EIGHT (8), AND LOT SEVEN (7), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, AND THE SOUTH RIGHT OF WAY LINE OF SAID MILE 7 NORTH ROAD (120') R.O.W., A DISTANCE OF **459.80 FEET**, TO A POINT AT THE NORTHWEST CORNER OF LOT SEVEN (7) OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO JUAN ANGEL SALAZAR AND ALICIA REYES, RECORDED IN DOCUMENT #761367, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND THE NORTHEAST CORNER OF LOT SIX (6), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO LEOCADIA TREVINO, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 08 DEGREES 57 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF LOT SIX (6), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO LEOCADIA TREVINO, AND THE WEST LINE OF LOT SEVEN (7), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO JUAN ANGEL SALAZAR AND ALICIA REYES, A DISTANCE OF 15.00 FEET, TO A POINT FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 81 DEGREES 07 MINUTES 06 SECONDS WEST, LEAVING THE EAST LINE OF LOT SIX (6), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO LEOCADIA TREVINO, AND THE WEST LINE OF LOT SEVEN (7), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO JUAN ANGEL SALAZAR AND ALICIA REYES, PARALLEL TO THE NORTH LINE OF LOT SIX (6), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO LEOCADIA TREVINO, ALSO THE SOUTH RIGHT OF WAY LINE OF SAID MILE 7 NORTH ROAD (120') R.O.W., A DISTANCE OF 114.95 FEET, TO A POINT ON THE WEST LINE OF LOT SIX (6), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO LEOCADIA TREVINO, AND THE EAST LINE OF LOT FOUR (4), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO IGNACIO OVALLE LUEVANO, RECORDED IN DOCUMENT #761397, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THE EAST LINE OF A (15') DRAINAGE SWALE EASEMENT, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 08 DEGREES 57 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF LOT SIX (6), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO LEOCADIA TREVINO, AND THE EAST LINE OF LOT FOUR (4), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO IGNACIO OVALLE LUEVANO, ALSO BEING THE EAST LINE OF SAID (15') DRAINAGE SWALE EASEMENT, A DISTANCE OF 15.00 FEET, TO A POINT AT THE NORTHWEST CORNER OF LOT SIX (6), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO LEOCADIA TREVINO, AND THE NORTHEAST CORNER OF LOT FOUR (4), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO IGNACIO OVALLE LUEVANO, ALSO BEING THE NORTHEAST CORNER OF SAID (15') DRAINAGE SWALE EASEMENT, AND ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MILE 7 NORTH ROAD (120') R.O.W., FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 81 DEGREES 07 MINUTES 06 SECONDS EAST, ALONG THE NORTH LINE OF LOT SIX (6), OF SAID SALIDA DEL SOL ESTATES SUBDIVISION, CONVEYED TO LEOCADIA TREVINO, AND THE SOUTH RIGHT OF WAY LINE OF SAID MILE 7 NORTH ROAD (120') R.O.W., A DISTANCE OF 114.95 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,724.00 SQUARE FEET, MORE OR LESS



LEGEND

- O SET 1/2" IRON ROD
- ( ) RECORDED BEARING
- R.O.W. - RIGHT OF WAY
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- H.C.O.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- L.J.W.S.C. - LA JOYA WATER SUPPLY CORPORATION

General Plat Notes:

1. Bearing Basis: Grid Coordinate System as established by DEC.
2. This survey was prepared without the benefit of a title policy. The research of any easements is not within the scope of this boundary/improvement survey. Any easements shown hereon were taken directly from the plat of record.
3. The surveyor has made no attempt to locate or define wetlands, hazardous waste areas, habitats, endangered species or any other environmentally sensitive areas on the tract of land shown hereon, nor does this survey make any representations of being an environmental assessment of the tract of land shown hereon.
4. The surveyor has made no attempt to locate or define archeological sites, historical sites or undocumented cemeteries on the tract of land shown hereon, nor does this survey make representations of being an archeological or historical survey of the tract of land shown hereon.
5. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon, nor has the surveyor made any attempt to research same with the Railroad Commission of Texas or any other state agency, nor has the surveyor investigated any mineral or royalty interests in the tract of land shown hereon.

PARCEL-9

Legal Description
1,724.00 SQUARE FEET OUT OF LOT 6, SALIDA DEL SOL ESTATES SUBDIVISION, VOLUME 32, PG 81, HIDALGO COUNTY MAP RECORDS

Drn. By: JV
Date: 10-14-04
Scale: 1" = 40'
DEC Job: 4015-11
CAD File: G:\1540\4015-11\Survey\MAPPING\Easements.dwg

STATE OF TEXAS
REGISTERED
OSCAR HERNANDEZ
5005
LAND SURVEYOR

OSCAR HERNANDEZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5005

DANNENBAUM ENGINEERING CORPORATION
1109 NOLANA LOOP MCALLEN, TEXAS 78504 (956)682-1577
HOUSTON AUSTIN DALLAS FORT WORTH MCALLEN

AI-27344 **13.B.**

Planning Department

CC REGULAR

Date:	07/05/2011
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Discussion and Possible Action on Policy of Multi-family Structures on Lots for Single Family Use.

BACKGROUND

Fiscal Impact

Attachments

Link: Policy of Multi Family Structures

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 02:03 PM	APRV
2	Olga Garza	Olga Garza	06/30/2011 09:39 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW
Form Started By: Nora Cavazos			Started On: 06/29/2011 01:43 PM	
Final Approval Date: 07/01/2011				

PLANNING DEPARTMENT
County Of Hidalgo

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

MEMORANDUM

To: Hidalgo County Commissioners' Court

From: Raul E. Sesin, P.E., C.F.M., Planning Administrator

Date: June 29, 2011

Via: Court Presentation

Re: Policy of Multi-Family Structures on Lots for Single Family Use

C: Eduardo Olivarez, Chief Administrative Officer, H.C.H.H.S.
Jaime Longoria, Assistant Chief Administrator, Hidalgo County Judge's Office
Juan Martinez, Hidalgo County Fire Marshal
Dr. Lorie Ochoa, Environmental Compliance Officer

The following multi-family development policy was proposed at our meeting with County staff, developers, and legal counsel on Wednesday June 22, 2011:

1) **If the subdivision plat clearly states that multi-family is allowed, then the County will go with the plat note.**

2) **If the plat note is unclear then the County will refer to the deed restrictions, if any, to decide whether or not multi-family is allowed in subdivision.**

3) **If there are no plat notes defining allowed uses and there are no deed restrictions, then Multi-family use shall be permitted subject to compliance with all County adopted Rules and/or Regulations.**

Please contact Mr. T.J. Arredondo or me at (956) 318-2840 with any questions regarding this item.

*** * * END OF MEMORANDUM * * ***

AI-27365 **13.C.**

Planning Department

CC REGULAR

Date:	07/05/2011
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Discussion and Possible Action to waive $30 Utility Certificate Fee for Hidalgo County Pct. 4 for the below listed flashing beacons:

1. Intersection of: Trenton Road and Northeast Lopez Dr.
Acct #: 251605-013

2. Intersection of: Trenton Road and Twins Roads
Acct #: 251605-012

3. Intersection of: Valverde Road and Mile 20 Road

BACKGROUND

Fiscal Impact

Attachments

Link: Clearance Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/30/2011 01:24 PM	APRV
2	Olga Garza	Olga Garza	06/30/2011 02:27 PM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Nora Cavazos — Started On: 06/30/2011 01:09 PM

Final Approval Date: 07/01/2011

ON-SITE INSPECTION CHECKLIST & CLEARANCE FORM
PLANNING DEPARTMENT
County of Hidalgo

Rev. 03-04-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4
N/A

Application No: _____

Name: HIDALGO COUNTY PCT. #4 Telephone No.: (956) 383-3112 Date: 6/29/2011

Location: INTERSECTION OF TRENTON & N.E. LOPEZ DR

Legal Description: _____

Signature of Owner: Joseph Palacios (Person Signing Must be the Name Shown on the Deed or Provide Notarized Affidavit Authorizing Signature on behalf of Owner)

FOR COUNTY USE ONLY

ON-SITE INSPECTION(S) IS/ARE FOR THE FOLLOWING:

[ ] Agricultural Use/Landscaping

[ ] Existing Meter. Requesting Additional Meter

[ ] Platted Lot Prior to 1989

[ ] Individual stating that there was an existing structure.

[X] Other: FLASHING BEACONS

Approved By Environmental Health:	Temporary Service	Final Service	Permit No.
	Authorized Signature	Authorized Signature	
Date:		6/30/11	

Water Supplier: [ ] North Alamo Water Supply [ ] Sharyland Water Supply [ ] Military Highway Water Supply

[ ] AGUA SUD [ ] Other: _____

MVEC Acct. No.: 251605-013 AEP/ESI No.: N/A

Request is: [ ] Approved [ ] NOT Approved Approved by: _____

Date On-Site Inspection Conducted: 6-30-11

ON-SITE INSPECTION CHECKLIST & CLEARANCE FORM
PLANNING DEPARTMENT
County of Hidalgo

Rev. 03-04-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4
N/A

Application No: _____

Name: HIDALGO COUNTY PCT. #4 Telephone No.: (956) 383-3112 Date: 6/29/2011

Location: INTERSECTION OF TRENTON & TWIN ROADS

Legal Description: _____

Signature of Owner: Joseph Palacios (Person Signing Must be the Name Shown on the Deed or Provide Notarized Affidavit Authorizing Signature on behalf of Owner)

FOR COUNTY USE ONLY

ON-SITE INSPECTION(S) IS/ARE FOR THE FOLLOWING:

[ ] Agricultural Use/Landscaping

[ ] Existing Meter. Requesting Additional Meter

[ ] Platted Lot Prior to 1989

[ ] Individual stating that there was an existing structure.

[X] Other: FLASHING BEACONS

Approved By Environmental Health:	Temporary Service	Final Service	Permit No.
	_____ Authorized Signature	_____ Authorized Signature	_____
Date:	_____	06/30/11	_____

Water Supplier: [ ] North Alamo Water Supply [ ] Sharyland Water Supply [ ] Military Highway Water Supply

[ ] AGUA SUD [ ] Other: _____

MVEC Acct. No.: 251605-012 AEP/ESI No.: N/A

Request is: [ ] Approved [ ] NOT Approved Approved by: _____

Date On-Site Inspection Conducted: 6-30-11

ON-SITE INSPECTION CHECKLIST & CLEARANCE FORM
PLANNING DEPARTMENT
County of Hidalgo

Rev. 03-04-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4
N/A

Application No: _____

Name: HIDALGO COUNTY PCT. #4 Telephone No.: (956) 383-3112 Date: 6/29/2011

Location: INTERSECTION OF VALVERDE RD & MILE 20

Legal Description: _____

Signature of Owner: Joseph Palacios PCT 3 (Person Signing Must be the Name Shown on the Deed or Provide Notarized Affidavit Authorizing Signature on behalf of Owner)

FOR COUNTY USE ONLY

ON-SITE INSPECTION(S) IS/ARE FOR THE FOLLOWING:

[ ] Agricultural Use/Landscaping

[ ] Existing Meter. Requesting Additional Meter

[ ] Platted Lot Prior to 1989

[ ] Individual stating that there was an existing structure.

[X] Other: FLASHING BEACONS

Approved By Environmental Health:	Temporary Service	Final Service	Permit No.
	_____	_____	_____
	Authorized Signature	Authorized Signature	
Date:	_____	06/30/11	_____

Water Supplier: [ ] North Alamo Water Supply [ ] Sharyland Water Supply [ ] Military Highway Water Supply

[ ] AGUA SUD [ ] Other: _____

MVEC Acct. No.: AEP -ADD ON CONTRACT AEP/ESI No.: N/A

Request is: [X] Approved [ ] NOT Approved Approved by: _____

Date On-Site Inspection Conducted: 6-30-11

AI-27349 **14.A.**

Vaquero Estatees Project-Beto Salinas Flores Group Invoice Payment
CC REGULAR

Date: 07/05/2011
Submitted By: Noe Montes, COMM. PCT. #1
Submitted For: Joel Quintanilla
Department: COMM. PCT. #1
Agenda Category: Precinct #1

Information

CAPTION

Discussion and approval for payment of invoice from Beto Salinas Flores Group, LLC in the amount of $29,620.00 in relation to work performed at Vaquero Estates project to accomodate storm oversize for drainage runoff water flow for Wes-Mer Subdivision, with authority for County Treasurer to issue payment, after auditing procedures are completed by County Auditor. Action needed is to clarify the intent of the previous action taken by Commissioners Court on 03/07/2011 (AI #25538).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-433
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 6-30-11 $60,905.90.

Attachments

Link: Vaquero Estates documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 04:25 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/30/2011 10:47 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Noe Montes — Started On: 06/29/2011 03:35 PM

Final Approval Date: 07/01/2011

Beto Salinas Flores Group, LLC
509 E. 9th Street
Mission, Texas 78572
Phone (956) 584-5555

Invoice

March 25, 2011

Hidalgo County Pct. No. 1
Attn: Comm. Joel Quintanilla
1902 Joe Stephens
Weslaco, TX 78596

Re: Vaquero Estates Phase I / Wes-Mer Subdivision

Description: Oversize of storm sewer system from 18" and 24" to 30", 36" and 42" pipes (materials and labor).

Total amount due $29,620.00

Checked & Approved By:

Alfonso Quintanilla, P.E.
Project Manager
Date: 3-25-11

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

REGISTRATION NUMBER F-1513
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: February 2, 2011 Sheet 1 of 1

Project: Vaquero Estates Phase I

Location:

Owner: Norberto Salinas

Type of Estimate: Engineer's Estimate

Estimator: Alfonso Quintanilla, P.E.,R.P.L.S.

BASIS OF ESTIMATE

____ No Design Complete
X Preliminary Design
____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**Storm Sewer oversize to accommodate runoff flow from Wes-Mer Subdivision**				
	Vaquero Estates Share:				
	18" R.C.P	LF	460	22.00	10,120.00
	24" R.C.P.	LF	660	26.00	17,160.00
				Total:	**27,280.00**
	Oversize storm cost:				
	30" R.C.P	LF	40	32.00	1,280.00
	36" R.C.P	LF	420	46.00	19,320.00
	42" R.C.P	LF	660	55.00	36,300.00
				Total:	**56,900.00**
	Oversize Cost				**56,900.00**
	Vaquero Estates Cost				**27,280.00**
	Pct. No. 1 Share				**29,620.00**

\\2003svr\data\data\SUBDIVISIONS\Weslaco\VAQUERO ESTATES PHASE I\ENGINEER'S ESTIMATE\Estimate (Storm Sewer) 6-28-11.xls

Alamo Concrete Products, Ltd.

Remit Payment to:
P.O. Box 531808
Harlingen, TX 78553-1808
956-423-6380

INVOICE

INVOICE	050511
DATE	3/14/11
CUSTOMER P.O.	
CUSTOMER NO.	71400

SOLD TO:
UNITED CONTRACTING INC.
4616 NORTH CONWAY
MISSION, TX 78573

DELIVERY LOCATION
VAQUERO SUBDIVISION N1015 - WESLACO

Product Number	Product Description	Delivery Ticket	Ticket Item	D/M	Units	Price	Extension
008336083	RCP FLEX PIPE	2622	3/14/11	EA	40.00	16.00	640.00
008336083	RCP FLEX PIPE	2605	3/14/11	EA	416.00	23.00	9568.00
008042083	6X42 T&G PIPE	2604	3/14/11	EA	480.00	28.50	19,380.00

Product Number	Product Description	Delivery Ticket	Ticket Qty	U/M	Units	Price	Extension

TOTAL EXTENSION	29588.00	SALES TAX	0.00	INVOICE TOTAL 29588.00

RETURN THIS PORTION WITH REMITTANCE

Alamo Concrete Products,
Ltd. Remit Payment to:
P.O. Box 531808
Harlingen, TX 78553-1808

CUSTOMER 71400
UNITED CONTRACTING INC.
4616 NORTH CONWAY
MISSION, TX 78573

Invoice Number	050511
Invoice Date	3/14/11

Total	29588.00
Sales Tax	0.00
Invoice Total	29588.00

TERMS: BUYER AGREES TO PAY ALL SALES ON ACCOUNT ON OR BEFORE THE 10th DAY OF THE MONTH FOLLOWING THE DATE OF THIS INVOICE BY REMITTING TO: P.O. Box 531808, Harlingen, TX 78553-1808

AI-25538 **13.A.**

Drainage runoff flow from Wes-Mer Subdivision

CC REGULAR

Date: 03/07/2011
Submitted By: COMM. PCT. #1
Submitted For: Eddy Gonzalez
Department: COMM. PCT. #1
Agenda Category: Precinct #1

Information

CAPTION

Discussion and possible action for approval to accomodate storm sewer oversize for drainage runoff water flow for Wes-Mer Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** CO's 2010 fund 1342
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding source for storm sewer improvements is CO's 2010, fund 1342.

Total project estimated costs is $56,900.00; Vaquero Estates Share $25,740.00; Pct. 1 share is $31,160.00

Project engineer is Quintanilla, Headley & Associates, Inc.

Attachments

Link: Vaquero Estates/Wes Mer Subdv

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:24 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/02/2011 02:26 PM	APRV
3	Auditor's Office		03/03/2011 08:28 AM	NEW

Form Started By: Noe Montes Started On: 02/28/2011 05:05 PM
Final Approval Date: 03/03/2011

AI-27332 **15.A.**

County Road Designation - Cowboy Rd. (Pct #3)

CC REGULAR

Date:	07/05/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	as per Steve Crain/Joe Pena
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #3

Information

CAPTION

Discussion and approval of Petition for County Road Designation (Cowboy Rd.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: petition

Link: maps

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/29/2011 10:52 AM	APRV
2	Perla Lopez	Perla Lopez	07/01/2011 09:02 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Monica Badillo — Started On: 06/29/2011 10:39 AM

Final Approval Date: 07/01/2011

IN RE:	**§**	**IN THE COMMISSIONER'S COURT**
	§	
COWBOY ROAD	**§**	**HIDALGO COUNTY, TEXAS**

PETITION FOR COUNTY ROAD DESIGNATION

TO THE HONORABLE COMMISSIONER'S COURT:

RAM OPERATING COMPANY, INC. files this petition requesting the Commissioner's Court to place in its official records the attached surveys and the affidavit of Homer Moralez concerning a road known as Cowboy Road, so that the location of the road is clearly identified.

1. Cowboy Road was dedicated to the public by G.O. Newman on May 14, 1927. That dedication was filed for record in Volume 247, page 233 of the Deed Records of Hidalgo County, Texas.

2. Thereafter, the public used Cowboy Road as a county road and have continued to use that road ever since.

3. On the 27th day of September, 1945, the Hidalgo County Commissioner's Court abandoned the road as a county road. Nevertheless, the public continued to use the road, and at some point, subsequent to 1945, the County began maintaining the road. Cowboy Road has always been used as a county public road.

4. Recently, this Commissioner's Court has reaffirmed that the road known as Cowboy Road, is a county road; and the purpose of this Petition is to request that the Commissioner's Court enter as part of its designation of Cowboy Road as a county road, the attached surveys and affidavit of Homer Moralez, which shows the exact location of Cowboy Road so that it is identified with certainty.

WHEREFORE, PREMISES CONSIDERED, Petitioner requests that the Commissioner's Court enter as part of its designation, the surveys and the affidavit of Homer Moralez attached hereto as a description of the county road known as "Cowboy Road."

Respectfully submitted,

RAM Operating Company, Inc.

By: Homer Moralez
Homer Moralez

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AFFIDAVIT OF HOMER MORALEZ

Before me, the undersigned authority, on this day personally appeared Homer Moralez, who after being duly sworn upon oath, deposed and stated as follows:

1. My name is Homer Moralez. I am over the age of 18, I have never been convicted of a crime involving moral turpitude, I have personal knowledge of all facts stated herein and they are true and correct.

2. I reside at Falfurrias, Texas and I am employed by RAM Operating Company, Inc. as a field super intendant. I have been working in the oil field business since 1974 when I was employed by Otis Engineering.

3. From 1974 to the present, I have been familiar with and have frequently used a road which is commonly known as Cowboy Road. My employer hired Melden & Hunt to survey Cowboy Road, and I have reviewed the two surveys supplied by Melden & Hunt, being Job number 10008.22, updated as of August 18, 2010, which shows the eastern part of Cowboy Road, and one survey being job number 10005.18 dated June 9, 2010 showing the western part of Cowboy Road, part of which is in Starr County, Texas. Copies of those surveys are attached hereto.

4. As shown on the surveys, Cowboy Road is the road that runs between Sections 10 and 11, 9 and 12, 8 and 13, 7 and 14, in Hidalgo County, and between Sections 6 and 15 in Starr County, and continues along the northern boundaries of sections 16, 17, and 18 in Starr County. That road is currently used and has been used over the years by many oil companies who have oil and gas leases which have to be serviced and that has always been considered a county road.

5. I have personally seen Hidalgo County equipment maintaining that road over the years.

6. The property on the north side of Cowboy Road, being sections 6, 7, 8, 9, and 10, are owned by the Guerra brothers, and I have personally dealt with Felo Guerra. The property to the south of Cowboy Road, being sections 11, 12, and 13, are owned by Dr. Oneda or his company called Migmar, Ltd. Sections 14 and 15 are now owned by Homer Gomez. Section 16 in Starr County, is owned by Jim Skloss and the property to the north of Section 16 is owned by Tom Koeneke.

7. This affidavit is made so that Cowboy Road can be accurately described in the records of the Commissioner's Court.

8. There have been statements made by one of the owners who owns property adjacent to the road that such owner intends to fence his property to the property line. If that is done, the fence will encroach on Cowboy Road and render it unusable and we would be unable to get to our leases and service our wells.

Homer Moralez
HOMER MORALEZ

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 25th day of October, 2010, to certify which witness my hand and official seal of office.

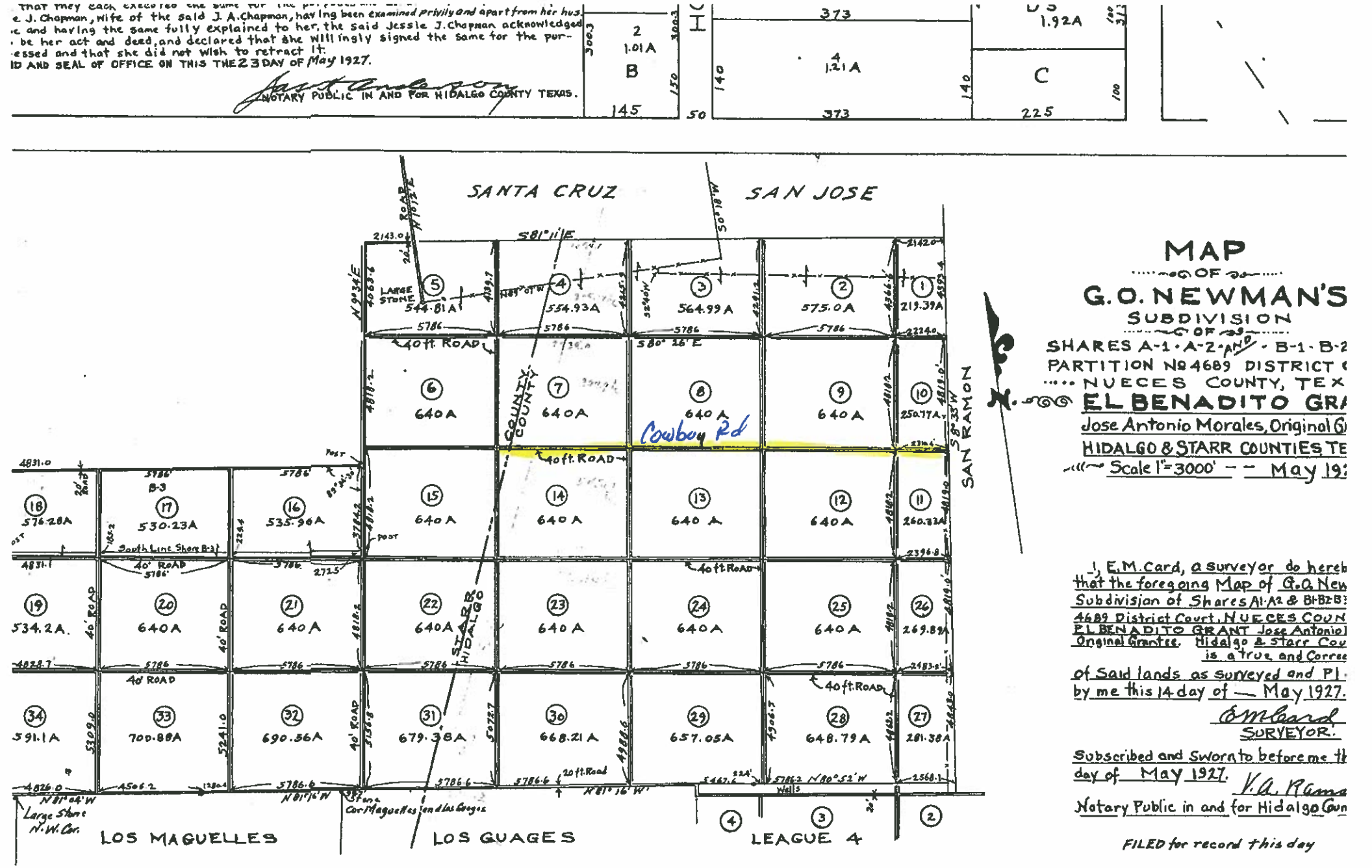
NOTARY PUBLIC STATE OF TEXAS
ANDREW LIESMAN
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-23-2014

Andrew Liesman
NOTARY PUBLIC, STATE OF TEXAS

Cowboy Rd
Farm to Market Rd 681
© 2011 Google
Google
Imagery Date: 12/25/2010
26°34'36.25" N 98°22'34.09" W elev 267 ft
Eye alt 5125 ft

That they each executed the same for the purposes and
e J. Chapman, wife of the said J. A. Chapman, having been examined privily and apart from her hus-
e and having the same fully explained to her, the said Jessie J. Chapman acknowledged
be her act and deed, and declared that she willingly signed the same for the pur-
essed and that she did not wish to retract it.
ID AND SEAL OF OFFICE ON THIS THE 23 DAY OF May 1927.

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY TEXAS.



MAP
OF
G. O. NEWMAN'S
SUBDIVISION
OF
SHARES A-1 · A-2 · AND · B-1 · B-2
PARTITION No 4689 DISTRICT
NUECES COUNTY, TEX
EL BENADITO GRA
Jose Antonio Morales, Original G
HIDALGO & STARR COUNTIES TE
Scale 1"=3000' — May 19

I, E. M. Card, a surveyor do hereb
that the foregoing Map of G. O. New
Subdivision of Shares A1·A2 & B1·B2·B3
4689 District Court, NUECES COUN
EL BENADITO GRANT Jose Antonio
Original Grantee. Hidalgo & Starr Cou
is a true and Correc
of said lands as surveyed and Pl
by me this 14 day of — May 1927.

E. M. Card
SURVEYOR.

Subscribed and Sworn to before me th
day of May 1927. V. A. Rama
Notary Public in and for Hidalgo Cou

FILED for record this day
May 20 · 1927
at 1 o'clock P.M.
CAM E. HILL
Clerk County Court Hidalgo County Te

Dedication Recorded in Deed Record Vol. 247 on Page 233.

Recorded May 25th 1927 at 2 o'clock P.M.

AI-27340 **15.B.**

Pct. 3 - Approval to delete two (2) Heavy Equipment Operator I positions @$24,880.00 & create two (2) Heavy Equipment Operator I positions @$28,000.00

CC REGULAR

Date: 07/05/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Comm. Flores
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #3

Information

CAPTION

Pct. 3 Road Maintenance (1200):
1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Budgeted Salary
Delete	0068	Heavy Equipment Operator I	$24,880.00
Delete	0069	Heavy Equipment Operator I	$24,880.00
Create	0080	Heavy Equipment Operator I	$28,000.00
Create	0081	Heavy Equipment Operator I	$28,000.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Funds available from lapsed salaries from various vacant positions.

Attachments

Link: fiscal note
Link: PARs
Link: Job Descriptions
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/30/2011 10:35 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 10:36 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/30/2011 02:53 PM	APRV

4	Auditor's Office	07/01/2011 02:34 PM	NEW
Form Started By: Sylvia Solis		Started On: 06/29/2011 01:06 PM	
Final Approval Date: 07/01/2011			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 05, 2011 **Agenda Item:** 27340

Summary of request/proposal:
PCT. 3 ROAD MAINTENANCE (1200):
Approval to create and/or delete the following full-time position(s):

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	HEAVY EQUIPMENT OPERATOR I	0068	113	24,880.00	0.00	(24,880.00)
1200	HEAVY EQUIPMENT OPERATOR I	0069	113	24,880.00	0.00	(24,880.00)
1200	HEAVY EQUIPMENT OPERATOR I	0080	113	0.00	28,000.00	28,000.00
1200	HEAVY EQUIPMENT OPERATOR I	0081	113	0.00	28,000.00	28,000.00
				49,760.00	56,000.00	6,240.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1200-431-00-123-005-0- 113	PCT 3 ROAD MAINT. - REG F/T EMPLOYEES	$3,096.00
1-1200-431-00-123-005-0- 211	PCT 3 ROAD MAINT. - HEALTH INSURANCE	$0.00
1-1200-431-00-123-005-0- 212	PCT 3 ROAD MAINT. - LIFE INSURANCE	$0.00
1-1200-431-00-123-005-0- 220	PCT 3 ROAD MAINT. - FICA	$236.84
1-1200-431-00-123-005-0- 230	PCT 3 ROAD MAINT. - RETIREMENT	$297.22
1-1200-431-00-123-005-0- 250	PCT 3 ROAD MAINT. - UNEMPLOYMENT COMP	$15.48
1-1200-431-00-123-005-0- 260	PCT 3 ROAD MAINT. - WORKER'S COMP	$0.00
	2011 Budgetary Impact	$3,645.54

2012 Budgetary Impact: **$7,347.60**

Possible Funding Sources:

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PCT #3 (123-005) DATE: 06/13/2011

CURRENT POSITION TITLE: HEAVY EQUIPMENT OPERATOR I CURRENT SLOT. #: 068 & 069

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITIONS

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 24,880.00 x 2 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (49,760.00) (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒ X	Non-Exempt	☒ X
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

REQUESTING THE PROPOSED DELETION AND CREATION OF POSITIONS IN ORDER TO PROVIDE PARITY WITH OTHER CURRENT HEAVY EQUIPMENT OPERATOR I POSITIONS.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/30/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/30/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PCT #3 (123-005) DATE: 06/13/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 080 & 081

REQUESTED POSITION TITLE: HEAVY EQUIPMENT OPERATOR I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 28,000.00 x 2 (Proposed Budgeted Salary) $ 56,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

REQUESTING THE PROPOSED DELETION AND CREATION OF POSITIONS IN ORDER TO PROVIDE PARITY WITH OTHER CURRENT HEAVY EQUIPMENT OPERATOR I POSITIONS.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/30/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/30/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Heavy Equipment Operator I	FLSA Status:	Non-Exempt
Department:	121 - 124	Civil Service Status:	Non-Exempt

SUMMARY

Drives and operates various heavy equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of small to medium class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks, but all are easy to learn.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to operate heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors, tractor/shredder, and pneumatic/flat wheel rollers.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Shred road right-of-way.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Regular attendance is a must.
- Ability to work well with others.

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred;
- Employee must have at least two (2) years experience working with backhoe/heavy equipment and possess basic knowledge of minor repairs and adjustments; or

- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Ability to read and comprehend simple instructions, short correspondence and memos.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and hazardous materials. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting and standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-123-005-0

AI - 27340

PCT. 3 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMIN	84,357.00	0.00	84,357.00	0	0.00	0.00	84,357.00	84,357.00	420.00	0.00	0.00	0.00	0.00	84,777.00
0002	113	COORDINATOR	80,982.00	0.00	80,982.00	0	0.00	0.00	80,982.00	80,982.00	1,324.79	0.00	0.00	0.00	0.00	82,306.79
0003	113	EXECUTIVE ASST	62,986.00	0.00	62,986.00	0	0.00	0.00	62,986.00	62,986.00	612.95	0.00	0.00	0.00	0.00	63,598.95
0004	113	FIELD OPERATIONS DIRECTOR	60,737.00	0.00	60,737.00	0	0.00	0.00	60,737.00	60,737.00	960.00	0.00	0.00	0.00	0.00	61,697.00
0005	113	ASST FIELD/OP DIR	54,600.00	0.00	54,600.00	0	0.00	0.00	54,600.00	54,600.00	485.87	0.00	0.00	0.00	0.00	55,085.87
0006	113	ASST FIELD/OP DIR	51,739.00	0.00	51,739.00	0	0.00	0.00	51,739.00	51,739.00	0.00	0.00	0.00	0.00	0.00	51,739.00
0007	113	ADMIN AIDE	45,443.00	0.00	45,443.00	0	0.00	0.00	45,443.00	45,443.00	420.00	0.00	0.00	0.00	0.00	45,863.00
0008	113	PAVING SUPVSR	43,363.00	0.00	43,363.00	0	0.00	0.00	43,363.00	43,363.00	540.00	0.00	0.00	0.00	0.00	43,903.00
0009	113	COMM LIAISON	41,081.00	0.00	41,081.00	0	0.00	0.00	41,081.00	41,081.00	0.00	0.00	0.00	0.00	0.00	41,081.00
0010	113	MECHANIC III	42,000.00	0.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	660.00	0.00	0.00	0.00	0.00	42,660.00
0011	113	MAINTENANCE III	37,800.00	0.00	37,800.00	0	0.00	0.00	37,800.00	37,800.00	540.00	0.00	0.00	0.00	0.00	38,340.00
0013	113	HEAVY EQ OP III	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	HEAVY EQ OP III	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	900.00	0.00	0.00	0.00	0.00	34,500.00
0015	113	HEAVY EQ OP III	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	1,260.00	0.00	0.00	0.00	0.00	34,860.00
0016	113	HEAVY EQ OP II	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	780.00	0.00	0.00	0.00	0.00	34,380.00
0017	113	HEAVY EQ OP II	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	420.00	0.00	0.00	0.00	0.00	34,020.00
0018	113	HEAVY EQ OP II	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0019	113	HEAVY EQ OP II	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	960.00	0.00	0.00	0.00	0.00	34,560.00
0020	113	HEAVY EQ OP II	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	600.00	0.00	0.00	0.00	0.00	34,200.00
0022	113	HEAVY EQ OP III	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0023	113	TRCK DRIVER II	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0024	113	SUPERVISOR	35,700.00	0.00	35,700.00	0	0.00	0.00	35,700.00	35,700.00	540.00	0.00	0.00	0.00	0.00	36,240.00
0025	113	HEAVY EQ OP III	29,852.00	0.00	29,852.00	0	0.00	0.00	29,852.00	29,852.00	780.00	0.00	0.00	0.00	0.00	30,632.00
0026	113	TRCK DRIVER II	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	720.00	0.00	0.00	0.00	0.00	32,720.00
0027	113	TRCK DRIVER II	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	420.00	0.00	0.00	0.00	0.00	32,420.00
0029	113	OFFICE CLERK	29,040.00	0.00	29,040.00	0	0.00	0.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
0030	113	MECHANIC II	28,796.00	0.00	28,796.00	0	0.00	0.00	28,796.00	28,796.00	0.00	0.00	0.00	0.00	0.00	28,796.00
0031	113	INVOICE CLERK	28,484.00	0.00	28,484.00	0	0.00	0.00	28,484.00	28,484.00	331.03	0.00	0.00	0.00	0.00	28,815.03
0032	113	TRCK DRIVER II	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	360.00	0.00	0.00	0.00	0.00	32,360.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-123-005-0

AI - 27340

PCT. 3 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0033	113	TRCK DRVER III	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	300.00	0.00	0.00	0.00	0.00	32,300.00
0034	113	TRCK DRIVER II	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	660.00	0.00	0.00	0.00	0.00	32,660.00
0035	113	TRCK DRIVER II	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	660.00	0.00	0.00	0.00	0.00	32,660.00
0036	113	TRCK DRVER III	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	900.00	0.00	0.00	0.00	0.00	32,900.00
0037	113	MAINTENANCE II	28,366.00	0.00	28,366.00	0	0.00	0.00	28,366.00	28,366.00	0.00	0.00	0.00	0.00	0.00	28,366.00
0038	113	MAINTENANCE II	28,186.00	0.00	28,186.00	0	0.00	0.00	28,186.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0039	113	TRCK DRIVER I	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	660.00	0.00	0.00	0.00	0.00	34,260.00
0040	113	MAINTENANCE I	30,000.00	0.00	30,000.00	0	0.00	0.00	30,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0041	113	TRF SA/SPC II	28,116.00	0.00	28,116.00	0	0.00	0.00	28,116.00	28,000.00	360.00	0.00	0.00	0.00	0.00	28,360.00
0042	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	780.00	0.00	0.00	0.00	0.00	28,780.00
0043	113	HEAVY EQ OP III	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	660.00	0.00	0.00	0.00	0.00	28,660.00
0044	113	TRCK DRIVER I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0045	113	TRCK DRIVER I	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	360.00	0.00	0.00	0.00	0.00	32,360.00
0046	113	MAINTENANCE III	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0047	113	TRCK DRIVER II	32,000.00	0.00	32,000.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0049	113	TRF SA/SPC II	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	420.00	0.00	0.00	0.00	0.00	28,420.00
0050	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0051	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	480.00	0.00	0.00	0.00	0.00	28,480.00
0052	113	MAINTENANCE III	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0053	113	CUSTODIAN	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	540.00	0.00	0.00	0.00	0.00	28,540.00
0054	113	HEAVY EQ OP II	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0055	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0056	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0057	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0058	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0059	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0060	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0061	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0062	113	MAINTENANCE I	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-123-005-0

AI - 27340

PCT. 3 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0063	113	TIRE REPAIR	30,000.00	0.00	30,000.00	0	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00
0067	113	WELDER	32,760.00	0.00	32,760.00	0	0.00	0.00	32,760.00	32,760.00	0.00	0.00	0.00	0.00	0.00	32,760.00
		DELETE THE FOLLOWING: ↓														
0068	**113**	**HEAVY EQ OP I**	**24,880.00**	**0.00**	**24,880.00**	**0**	**0.00**	**0.00**	**24,880.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0069	**113**	**HEAVY EQ OP I**	**24,880.00**	**0.00**	**24,880.00**	**0**	**0.00**	**0.00**	**24,880.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T070	121	OFFICE CLERK	18,720.00	0.00	18,720.00	0	0.00	0.00	18,720.00	18,720.00	0.00	0.00	0.00	0.00	0.00	18,720.00
T071	121	OFFICE CLERK	18,720.00	0.00	18,720.00	0	0.00	0.00	18,720.00	18,720.00	0.00	0.00	0.00	0.00	0.00	18,720.00
0072	113	HEAVY EQ OP III	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0074	113	HEAVY EQ OP III	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	720.00	0.00	0.00	0.00	0.00	28,720.00
0075	113	HEAVY EQ OP III	33,600.00	0.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0076	113	TRCK DRVER III	28,000.00	0.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0077	113	HUMAN RESOURCES COORDINATOR	0.00	42,000.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0078	113	MAINTENANCE II	0.00	32,000.00	32,000.00	0	0.00	0.00	32,000.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0079	113	ASSISTANT FIELD OPERATIONS DIRE	0.00	51,739.00	51,739.00	0	0.00	0.00	51,739.00	51,739.00	0.00	0.00	0.00	0.00	0.00	51,739.00
		CREATE THE FOLLOWING: ↓														
0080	**113**	**HEAVY EQ OP I**	**0.00**	**28,000.00**	**28,000.00**	**0**	**0.00**	**0.00**	**28,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0081	**113**	**HEAVY EQ OP I**	**0.00**	**28,000.00**	**28,000.00**	**0**	**0.00**	**0.00**	**28,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			2,304,788.00	181,739.00	2,486,527.00		0.00	0.00	2,486,527.00	2,316,680.00	23,034.64	0.00	0.00	0.00	0.00	2,339,714.64

1. Approval to delete two (2) Heavy Equipment Operator I positions, slot no.'s 068 & 069, budgeted salary $24,880.00/ea.
2. Approval to create two (2) Heavy Equipment Operator I positions, slot no.'s 080 & 081, budgeted salary $28,000.00/ea.
Personnel actions pending CC approval.

AI-27326 **16.A.**

2012 Budget Process

CC REGULAR

Date: 07/05/2011
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation of 2012 Budget Process Calendar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Erika Zamora	Erika Zamora	06/30/2011 11:06 AM	APRV
2	Budget & Management	Erika Zamora	06/30/2011 11:19 AM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW
Form Started By: Erika Zamora			Started On: 06/29/2011 09:55 AM	
Final Approval Date: 07/01/2011				

AI-27362 **16.B.**

TAC-Unemployment Fund

CC REGULAR

Date:	07/05/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval to pay Texas Association of Counties (TAC) the amount of $26,545.20 to cover claims for the first quarter of 2011, with authority for County Treasurer to issue payment/check after, review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

Attachments

Link: Back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2011 11:19 AM	APRV
2	Erika Zamora	Erika Zamora	06/30/2011 01:16 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/30/2011 01:44 PM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Erika Zamora Started On: 06/30/2011 11:15 AM

Final Approval Date: 07/01/2011

TEXAS ASSOCIATION OF COUNTIES

P. O. BOX 2131
AUSTIN, TEXAS 78768
1-800-456-5974

RECEIVED BY
HIDALGO COUNTY TREASURER
2011 JUN 29 PM 1 10

UNEMPLOYMENT FUND
DEFICIT BILLING

Hidalgo County
Honorable Norma G. Garcia, CIO
2810 S US Highway 281
Edinburg, TX 78539-6243

June 23, 2011
Entity: 1080

Dear Ms. Garcia,

In accordance with the Interlocal Agreement between the Fund and its members, a payment must be made to cover any deficit that occurs when unemployment claims exceed the deposits. We will be sending bills for deficits every quarter in an attempt to control large adjustments at year end. This system will allow you to pay unexpected claim costs as they arise, rather than letting them build up until the end of the year. Your fund balance should be close to that of your one-year reserve that will be calculated at the end of 2011.

After posting the 2011 deposits and claim charges through the first quarter of 2011, we found that your charges exceeded your deposits by $26,545.20.

Please mail your deficit payment of $26,545.20 to TAC at the following address by 7/23/11 in order to maintain your reserve.

Texas Association of Counties
P. O. Box 200989
Houston, Texas 77216-0989

If you have any questions, please feel free to call me at 1-800-456-5974.

Thank you for allowing TAC to serve you.

Sincerely,

C S Brannen

Cynthia S. Brannen
Unemployment Fund
Program Manager

HIDALGO COUNTY
BUDGET OFFICE
2011 JUN 29 PM 4 33

Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
ALANIZ	J	Separation is not an issue. Reimbursable status.	BASE PERIOD	11/14/2010	Claim not protestable by state regulation.	$9,378.00	212.00	$1,484.00	$7,894.00
ALVAREZ	J, A	Voluntary-Retired/job related disability.	LAST EMPLOYER	1/3/2010	Claim allowed by regulation; availability requirements met.	$10,192.00	406.00	$7,714.00	$2,478.00
AVILA	JUAN, G	Lack of Work-Position eliminated.	LAST EMPLOYER	1/16/2011	Claim not protested.	$8,733.72	1,532.00	$1,532.00	$7,201.72
BANDA	CONRAD	Involuntary-Unsat. Perf/State probationary period.	LAST EMPLOYER	9/12/2010	Claim not protested.	$5,466.86	1,410.97	$3,491.37	$1,975.49
BARRERA	RODRIGO	No Separation	BASE PERIOD	11/7/2010	Claim not protested.	$10,790.00	5,810.00	$8,300.00	$2,490.00
BARRERA	JORGE	Voluntary - No notice given.	LAST EMPLOYER	1/16/2011	Claimant has been disqualified.	$8,322.67	1,344.00	$1,344.00	$6,978.67
BAZAN	GRACIELA, L	Involuntary-Falsification of application.	LAST EMPLOYER	1/1/2011	Favorable determination; indefinite disqualification	$10,192.00	815.72	$815.72	$9,376.28
CANO JR	ALBERTO	Lack of Work - Lack of work.	LAST EMPLOYER	1/1/2011	N/A	$2,393.33	2,268.00	$2,268.00	$125.33
CASAREZ	JUAN	No Separation	BASE PERIOD	8/8/2010	Claim not protested.	$8,197.00	1,677.00	$8,197.00	$0.00
CASIANO	H	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$6,278.89	5,028.00	$5,028.00	$1,250.89
CASTILLO	CLORINDA	Involuntary-Due to medical leave exhaustion.	LAST EMPLOYER	1/1/2011	Claim protested.	$10,192.00	372.00	$372.00	$9,820.00
CASTRO	MARIO	Lack of Work - Lack of work.	LAST EMPLOYER	2/6/2011	Claim not protested.	$10,790.00	2,490.00	$2,490.00	$8,300.00
CAVAZOS	ANABEL	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$1,569.78	585.90	$585.90	$983.88
CHAVEZ	RICARDO	Voluntary - Mutual agreement (not protestable).	LAST EMPLOYER	1/1/2011	Claim allowed; employer does not wish to file an appeal.	$9,947.52	4,973.67	$4,973.67	$4,973.85

For questions concerning these reports, call TALX at 1-866-848-4623 and use the following extensions until you are able to speak with someone about your reports: Corinne Flusche, ext. 3476 / Dennis Mullens, ext. 3427 / Barbara Morin, ext. 3431

June 23, 2011

Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
CONTRERAS	KRISTINE, M	No Separation	BASE PERIOD	3/6/2011	N/A	$6,100.73	203.18	$203.18	$5,897.55
CORONADO	G, G	No Separation	BASE PERIOD	8/8/2010	Claim not protested.	$8,812.00	1,792.00	$8,812.00	$0.00
DAVILA	JORGE, S	No Separation	BASE PERIOD	3/6/2011	N/A	$7,230.76	233.00	$233.00	$6,997.76
DELAGARZA	LORENA	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$3,063.25	2,258.36	$2,258.36	$804.89
DGARZA	S, E	Requested information not returned timely.	LAST EMPLOYER	10/31/2010	Claim not protested.	$8,900.38	3,668.00	$3,668.00	$5,232.38
DGARZA	S, E	Requested information not returned timely.	LAST EMPLOYER	12/12/2010	Claim not protested.	$8,900.38	4,887.00	$4,887.00	$4,013.38
DIAZ	H	Involuntary-Violation of company policy.	LAST EMPLOYER	12/6/2009	Claim protested.	$10,476.00	-20.00	$10,476.00	$0.00
ESPINOZA	ANTHONY, J	Lack of Work - Lack of work.	LAST EMPLOYER	12/26/2010	Claim not protested.	$1,621.88	1,399.50	$1,399.50	$222.38
FLORES	SORAIDA, I	No Separation	BASE PERIOD	7/18/2010	Claim not protested.	$6,440.68	618.60	$6,440.68	$0.00
FLORES	JONATHON, B	No Separation	BASE PERIOD	1/9/2011	N/A	$7,705.71	2,253.50	$2,253.50	$5,452.21
GALLEGOS	JULIO	Involuntary-Violation of company policy.	LAST EMPLOYER	1/1/2011	Claim allowed at hearing; employer failed to participate.	$4,110.41	1,020.00	$1,020.00	$3,090.41
GALVAN	LORRIE, A	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$6,066.32	252.35	$252.35	$5,813.97
GARCIA	D	Involuntary-Violation of company drug policy.	LAST EMPLOYER	11/21/2010	Claim protested.	$3,713.00	2,413.00	$3,713.00	$0.00
GARCIA	DAISY, F	No Separation	BASE PERIOD	10/31/2010	Claim not protested.	$5,914.25	2,868.00	$4,780.00	$1,134.25
GARCIA	DANIEL, J	Involuntary-Violation of company policy.	LAST EMPLOYER	2/20/2011	Under appeal by employer.	$10,790.00	1,615.20	$1,615.20	$9,174.80
GARCIA	HILDA, M	Lack of Work - Lack of work.	LAST EMPLOYER	1/2/2011	Claim not protested.	$2,075.76	1,524.00	$1,524.00	$551.76

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June 23, 2011

Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
GARCIA	JOSE, L	No Separation	BASE PERIOD	1/9/2011	N/A	$321.44	229.30	$229.30	$92.14
GARCIA	RAUL	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$8,226.29	3,015.00	$3,015.00	$5,211.29
GARZA	LORENA, D	Involuntary-Unsat. Perf/State probationary period.	LAST EMPLOYER	1/1/2011	Claim not protested.	$3,290.85	723.90	$723.90	$2,566.95
GARZA	ANALLANCY, A	Separation is not an issue. Reimbursable status.	BASE PERIOD	1/9/2011	Claim not protestable by state regulation.	$4,098.00	2,010.00	$2,010.00	$2,088.00
GARZA	SYLVIA	No Separation	BASE PERIOD	1/30/2011	N/A	$5,255.39	1,007.04	$1,007.04	$4,248.35
GARZA	E	No Separation	BASE PERIOD	10/3/2010	Claim not protested.	$6,610.17	3,168.00	$6,336.00	$274.17
GONZALEZ	R	Voluntary-Accept other employment.	LAST EMPLOYER	9/26/2010	Under appeal by employer.	$10,192.00	3,390.78	$8,008.88	$2,183.12
GONZALEZ	RAUL	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$4,402.21	866.41	$866.41	$3,535.80
GUERRA	ADRIAN	No Separation	BASE PERIOD	7/18/2010	Claim not protested.	$9,494.71	1,223.00	$5,735.00	$3,759.71
GUTIERREZ	MAYRA, A	Lack of Work - Lack of work.	LAST EMPLOYER	11/14/2010	Claim not protested.	$1,341.90	60.00	$300.00	$1,041.90
GUZMAN	ROY, D	Lack of Work-Position eliminated.	LAST EMPLOYER	1/2/2011	Claim not protested	$2,678.40	2,088.00	$2,088.00	$590.40
HERNANDEZ	CRISTELLA	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$5,904.06	1,398.70	$1,398.70	$4,505.36
HERNANDEZ	FLORENCIO	No Separation	BASE PERIOD	7/11/2010	Claim not protested.	$10,790.00	807.94	$10,503.22	$286.78
HERRERA	JOSIE	Involuntary-Insubordination.	RENEWED CLAIM	2/6/2011	Under appeal by employer.	$2,605.25	221.94	$221.94	$2,383.31
HINOJOSA	S	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$2,310.58	276.00	$276.00	$2,034.58
HINOJOSA	HERIBERTO, P	Involuntary-Failed substance abuse screening.	LAST EMPLOYER	1/1/2011	Under appeal by employer.	$8,524.78	1,876.00	$1,876.00	$6,648.78
IBARRA	MANUEL, I	No Separation	BASE PERIOD	12/5/2010	Claim not protested.	$320.76	200.40	$213.76	$107.00

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June 23, 2011

Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
JIMENEZ	CINDI	Voluntary - Maternity reasons.	LAST EMPLOYER	1/9/2011	Under appeal by employer.	$3,314.94	1,910.00	$1,910.00	$1,404.94
JUAREZ	NORA, H	No Separation	BASE PERIOD	10/24/2010	N/A	$899.26	327.48	$327.48	$571.78
LOPEZ	PRESCILLA	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$3,980.85	1,691.00	$1,691.00	$2,289.85
LOPEZ	VERONICA, Y	Involuntary-Unsatisfactory work performance.	LAST EMPLOYER	10/24/2010	Claim protested.	$7,559.98	4,228.00	$6,644.00	$915.98
MATA	MARIE, M	No Separation	BASE PERIOD	3/14/2010	N/A	$2,581.79	1,349.52	$1,349.52	$1,232.27
MENDOZA	JULIO, C	No Separation	BASE PERIOD	9/19/2010	Claim not protested.	$515.16	11.92	$515.02	$0.14
MONTALVO	VERONICA, V	No Separation	BASE PERIOD	1/30/2011	N/A	$4,032.98	155.86	$155.86	$3,877.12
MONTES	DOMITILO	No Separation	BASE PERIOD	11/7/2010	Claim not protested.	$10,521.53	5,810.00	$8,300.00	$2,221.53
MORIN	DOMINGO	Lack of Work-Position eliminated.	LAST EMPLOYER	2/27/2011	Claim not protested.	$2,833.13	415.00	$415.00	$2,418.13
MUNIZ	MARTIN	Voluntary-Due to personal health reasons.	LAST EMPLOYER	12/5/2010	Original dec. reversed; claimant is now subject to disqualification.	$10,614.24	3,735.00	$4,150.00	$6,464.24
MUNOZ	JULIO, C	Voluntary - Mutual agreement (not protestable).	LAST EMPLOYER	12/12/2010	Claim not protested.	$9,086.83	4,797.00	$4,797.00	$4,289.83
MUNOZ	ARMINDA	Separation is not an issue. Reimbursable status.	BASE PERIOD	9/12/2010	Claim not protestable by state regulation.	$7,049.00	2,107.00	$5,915.00	$1,134.00
NUNEZ	MARIA, V	No Separation	BASE PERIOD	5/16/2010	Claim not protested.	$1,501.20	309.61	$1,499.68	$1.52
OZUNA	ALMA	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$10,790.00	1,488.04	$1,488.04	$9,301.96
PADRON	BRANDY, R	No Separation	BASE PERIOD	10/31/2010	Claim not protested.	$10,790.00	4,980.00	$8,259.00	$2,531.00
PALAFOX	CHARITY, A	Involuntary-Unsat. Perf/State probationary period.	LAST EMPLOYER	3/9/2011	Claim protested.	$350.48	11.28	$11.28	$339.20

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June 23, 2011

Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
PENA	P	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$6,864.83	3,528.00	$3,528.00	$3,336.83
PENA	M, D	No Separation	BASE PERIOD	1/2/2011	N/A	$10,790.00	4,428.00	$4,428.00	$6,362.00
PINEDA	JUAN	Involuntary - Other.	LAST EMPLOYER	1/1/2011	Claim not protested.	$9,100.00	134.07	$134.07	$8,965.93
REYNA	REBECCA	Separation is not an issue. Reimbursable status.	BASE PERIOD	1/1/2011	Claim not protestable by state regulation.	$4,568.70	400.06	$400.06	$4,168.64
REYNA	CRISELDA	Voluntary - No reason given.	LAST EMPLOYER	6/22/2008	Favorable hearing decision; indefinite disqualification	$9,828.00	-355.00	$3,425.00	$6,403.00
ROBLES	DIANA	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$5,904.06	1,650.00	$1,650.00	$4,254.06
ROBLES	LAZARO	No Separation	BASE PERIOD	1/2/2011	N/A	$10,790.00	4,845.60	$4,845.60	$5,944.40
ROCHA	IRMA, L	Involuntary-Violation of company policy.	LAST EMPLOYER	10/3/2010	Under appeal by employer.	$8,797.55	4,212.00	$8,328.00	$469.55
RODRIGUEZ	M, A	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$2,361.83	205.08	$205.08	$2,156.75
RODRIGUEZ	VERONICA	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$6,831.35	1,744.00	$1,744.00	$5,087.35
RODRIGUEZ	FERNANDO	Voluntary - Personal reasons.	LAST EMPLOYER	1/9/2011	Claimant has been disqualified.	$8,487.20	1,542.80	$1,542.80	$6,944.40
RODRIGUEZ	DAVID	No Separation	BASE PERIOD	1/2/2011	N/A	$2,527.20	1,314.24	$1,314.24	$1,212.96
RODRIGUEZ	FERNANDO	Voluntary - Personal reasons.	LAST EMPLOYER	1/10/2010	Claimant has been disqualified.	$8,487.20	552.00	$3,195.00	$5,292.20
SAENZ	D, G	No Separation Reason	N/A	6/13/1999	N/A	N/A	-151.00	-$151.00	N/A
SAENZ	A	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$6,765.58	1,896.00	$1,896.00	$4,869.58
SALINAS	ARNALDO	Involuntary-Violation of company policy.	LAST EMPLOYER	10/10/2010	Claimant has been disqualified.	$7,559.98	4,530.00	$4,530.00	$3,029.98
SALINAS	J, L	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$7,512.84	4,522.00	$4,522.00	$2,990.84

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June 23, 2011

Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
SOSA	ROMELIA, M	Involuntary-Unsatisfactory work performance.	LAST EMPLOYER	1/9/2011	Claimant temporarily ineligible; not able or available for work.	$5,548.74	1,582.00	$1,582.00	$3,966.74
TAMEZ	URI, D	Lack of Work-Position eliminated.	LAST EMPLOYER	1/3/2010	Claim not protested.	$4,904.20	298.00	$3,212.68	$1,691.52
TAMEZ	URI, D	Lack of Work-Position eliminated.	LAST EMPLOYER	1/9/2011	Claim not protested.	$4,904.20	1,755.50	$1,755.50	$3,148.70
TEJADA	MELISSA, I	Requested information not returned timely.	LAST EMPLOYER	1/1/2011	Claim not protested.	$8,242.81	825.00	$825.00	$7,417.81
TIJERINA	VANESSA, A	Voluntary-Dissatisfied with working conditions.	LAST EMPLOYER	1/1/2011	Claim allowed; claimant established good cause attributable to job.	$10,054.80	1,974.00	$1,974.00	$8,080.80
TREVINO	MICAELA	Involuntary - Excessive unreported absenteeism.	LAST EMPLOYER	1/1/2011	Original decision denying benefits upheld by hearing officer.	$10,192.00	1,744.33	$1,744.33	$8,447.67
TURNER	LUCIO	Lack of Work-Position eliminated.	LAST EMPLOYER	8/1/2010	Claim not protested.	$8,835.00	1,695.00	$8,835.00	$0.00
VALLEJO	DIANA, G	Separation is not an issue. Reimbursable status.	BASE PERIOD	1/1/2011	Claim not protestable by state regulation.	$3,577.73	1,301.30	$1,301.30	$2,276.43
VAQUERA	ROSALINDA, J	Involuntary-Falsification.	LAST EMPLOYER	9/5/2010	Claim allowed by hearing officer; no misconduct.	$9,596.00	3,500.00	$9,596.00	$0.00
VASQUEZ	CARLOS	Involuntary - Excessive unreported absenteeism.	LAST EMPLOYER	8/22/2010	Claim allowed by hearing officer; no misconduct.	$6,643.00	127.00	$6,643.00	$0.00
VASQUEZ	MARGARITA	Involuntary-Insubordination.	LAST EMPLOYER	2/20/2011	Under appeal by employer.	$6,611.56	911.00	$911.00	$5,700.56
VICENCIO	RAFAEL	Voluntary - Personal reasons.	LAST EMPLOYER	1/1/2011	Hrg officer dismissed clmts apl due to lack of prosecution; DQ upheld.	$10,192.00	4,228.00	$4,228.00	$5,964.00
VILLARREAL	JOSE, L	Involuntary-Violation of company policy.	LAST EMPLOYER	7/25/2010	Claimant has been disqualified.	$7,673.61	5,684.00	$7,308.00	$365.61

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June 23, 2011

Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
YOUNG	L	Involuntary-Violation of company policy.	LAST EMPLOYER	1/1/2011	Claim allowed by hearing officer; no misconduct	$8,478.70	3,050.00	$3,050.00	$5,428.70
Total of Period Charges for: 2011Q01							***175,473.05***		

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June 23, 2011

AI-27270 **16.C.**

FY 11 Edward Byrne Justice Assistance Grant (JAG) - Public Hearing
CC REGULAR

Date:	07/05/2011
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Auxiliary Court
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Edward Byrne Memorial:
1. Public Hearing on the FY 2011 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
2. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2011 Edward Byrne Justice Assistance Grant.

BACKGROUND

Authorization to apply for the FY 2011 JAG grant refer to AI#27249 CC 6-28-11.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1282-412-00-115-047-X-XXX

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

BUDGETARY IMPACT:

Hidalgo Co. is eligible to receive $85,520.00. Funds will be used to fund Salaries & Fringes for the Auxiliary court (Court Coordinator and Bailiff). Please refer to the attached narratives.

Attachments

Link: AI to apply - reference
Link: application
Link: Att1 Program Narrative
Link: Att2 Budget Narrative
Link: Att3 Review Narrative
Link: Att4 Abstract Narrative

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	06/30/2011 03:58 PM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 04:10 PM	APRV
3	Sylvia Solis	Sylvia Solis	07/01/2011 01:02 PM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Manuel Chapa

Started On: 06/24/2011 02:52 PM

Final Approval Date: 07/01/2011

AI-27249 **15.D.**

FY 2011 Local Solicitation - Justice Assistance Grant (JAG) - Auxiliary Court CC REGULAR

Date:	06/28/2011
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Auxiliary Court
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Edward Byrne Memorial:
1. Authorization and approval to apply for the FY 2011 Edward Byrne Memorial - Justice Assistance Grant (JAG) Program with the U.S. Department of Justice.
2. Authorization for County Judge to sign the required documents.

BACKGROUND

Due date to apply: July 21, 2011.
Local allocation $85,520.00
No Co. cash match required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 1-1282-412-00-115-047-X-XXX

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

BUDGETARY IMPACT:

Approval to apply for JAG FY 11 Grant.
No budgetary impact.

Grant amount $85,520.00

Attachments

Link: email
Link: Local Solicitation
Link: Allocations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	06/24/2011 10:03 AM	APRV
2	Budget & Management	Erika Zamora	06/24/2011 11:04 AM	APRV
3	Olga Garza	Olga Garza	06/24/2011 11:51 AM	APRV
4	Auditor's Office		06/24/2011 02:42 PM	NEW

Form Started By: Manuel Chapa
Started On: 06/22/2011 05:03 PM

Final Approval Date: 06/24/2011

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION:		2. DATE SUBMITTED	Applicant Identifier
Application	Pre-application	3. DATE RECEIVED BY STATE	State Application Identifier
☐ Construction	☐ Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
☑ Non-Construction	☐ Non-Construction		

5. APPLICANT INFORMATION

Legal Name: Hidalgo County	**Organizational Unit:** Department: Judge's Office
Organizational DUNS: 103110834	Division:
Address: Street: 100 E. Cano St. 2nd Floor	**Name and telephone number of person to be contacted on matters involving this application (give area code)** Prefix: / First Name: Manuel
City: Edinburg	Middle Name
County: Hidalgo	Last Name Chapa
State: Tx / Zip Code 78539	Suffix:
Country: USA	Email:
6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*: 74-6000717	Phone Number (give area code) 956-292-7025 / Fax Number (give area code) 956-292-7035

8. TYPE OF APPLICATION: ☑ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐ Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) B Other (specify) **9. NAME OF FEDERAL AGENCY:** Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16-738 TITLE (Name of Program):	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:** Edward Byrne Memorial Justice Assistance Grant (JAG) Program Hidalgo County Auxiliary Court
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: Hidalgo County	
13. PROPOSED PROJECT Start Date: October 1, 2011 / Ending Date: September 30, 2013	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant 15 / b. Project

15. ESTIMATED FUNDING:		**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
a. Federal	$ 85,520.00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant	$ .00	
c. State	$ .00	
d. Local	$ .00	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other	$ .00	☑ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income	$ .00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
g. TOTAL	$ 85,520.00	☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix	First Name Ramon	Middle Name
Last Name Garcia		Suffix
b. Title Hidalgo County Judge		c. Telephone Number (give area code) 956-318-2600
d. Signature of Authorized Representative		e. Date Signed

2011-H5093-TX-DJ
Program Narrative (Attachment I)

Hidalgo County is 1,588 square miles and is located at the south most tip of the state of Texas. Its southern border covers seventy-eight miles of Texas/Mexico border along the Rio Grande River. As per most recent census estimates, Hidalgo County reflects a population of slightly over 774,769.

As a result of its proximity to the border, Hidalgo County experiences a high volume of criminal activity that is stemmed by various factors including a high unemployment rate, economically disadvantaged households, below national average education levels, illegal immigrant entries, drug trafficking and human smuggling, among others.

The aforementioned factors along with the increasing population have an exponential and adverse effect on the overall criminal justice system in Hidalgo County. (see Exhibit A)

EXHIBIT A:

Number of criminal cases filed in Hidalgo County District Courts:

COURT	2008	2009	2010	TOTAL
92	836	945	787	2,568
93	789	862	762	2,413
139	795	875	774	2,444
206	754	818	809	2,381
275	779	849	751	2,379
332	824	897	717	2,438
370	750	765	745	2,260
389	769	760	712	2,241
398	714	803	750	2,267
430	613	694	678	1,985
449	998	1,014		2,012
TOTAL	8,621	9,282	7,485	25,388

2011-H5093-TX-DJ
Program Narrative (Attachment I) pg 2

Auxiliary Court New Filings Report in Hidalgo County:

COURT	2008	2009	2010	TOTAL
92	27	1	3	31
93	29	5	20	54
139	9	9	3	21
206	150	154	141	445
275	177	45	49	271
332	6	7	11	24
370	185	40	14	239
389	0	3	2	5
398	3	0	1	4
430	3	0	0	3
449	0	0	0	0
TOTAL	589	264	244	1,097

The Hidalgo County criminal justice system is comprised, at the moment, of eleven (11) district courts, six county courts at law and two auxiliary courts (auxiliary court A and auxiliary court B). The auxiliary courts main purpose is to provide support to the district courts. This support is managed by having the auxiliary courts hear and dispose of the overflow of criminal cases from all of the eleven district courts. Ten district courts are housed in the Hidalgo County's main courthouse building, one district court is located at the Judge Mario E. Ramirez Juvenile Detention center, auxiliary court A is housed in the Hidalgo County courthouse annex and auxiliary court B is housed in the Hidalgo County administration building located across from the courthouse.

Hidalgo County data reflects the immense support the auxiliary courts have provided to all eleven district courts. This support has translated into having a more manageable criminal caseload for all eleven Hidalgo County District Courts thus improving Hidalgo County's stance in complying with an individuals' right guaranteed in the Sixth Amendment.

Since the JAG Program allows a recipient to support a broad range of activities to enhance or improve its criminal justice system, it is through the auxiliary courts that Hidalgo County has decided to utilize the Edward J. Byrne Memorial Justice Assistance Grant Program.

The auxiliary courts are a component of the entire Hidalgo County criminal justice system and their function and activities play an integral part in improving the criminal justice system in Hidalgo County.

2011-H5093-TX-DJ
Program Narrative (Attachment I) pg 3

Below is the full-time staff structure of the auxiliary courts in Hidalgo County:

Two Judges
Two Bailiffs
Two Court Reporters
One Court Coordinator
One Court Liaison

All staff members employed in these positions set forth a collaborative effort to ensure the criminal caseload system is processed timely and efficiently; however, due to the availability of funds from the JAG Program, Hidalgo County has decided to use the JAG Program monies to fund the staff positions of one Bailiff and the Court Coordinator.

Below is a summary of the activities these two staff member perform within the auxiliary courts; thus, improving the overall criminal justice system in Hidalgo County:

Bailiff:

The Bailiff is in charge of courtroom security and procedures in auxiliary court B, assures the courtroom is open and prepared for court sessions, oversees the maintenance of juries and witnesses, assists Judge, Coordinator and District Clerk's office with courtroom clerical duties, acts as a Spanish translator for the court, maintains order in the courtroom, completes and reviews various court-related forms assuring the documents are complete with all necessary information and signatures, conducts appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail.

Court Coordinator:

The Court Coordinator's functions encompass both auxiliary court A and auxiliary court B. The Court Coordinator maintains awareness of new developments in court administration, nationally and locally and maintains special materials and files relating to records, rules of procedures and other items relating to court activity; reviews files and makes sure the cases are set for a hearing, trial, etc. (makes sure the case is moving along smoothly); makes daily docket entries (from court hearings) on court files; acts as a liaison between the Judge and Counsel.

Again, the activities from these two staff positions have demonstrated a significant positive impact on the improvement of the criminal justice system in Hidalgo County through the auxiliary courts. They have proven to be essential and the prospect of not having these positions in place would have a profound adverse effect on the criminal justice system in Hidalgo County. Consequently, Hidalgo County has recognized the

possibility of a shortfall of grant funding, particularly the Edward J. Byrne Memorial Justice Assistance Grant Program. Nonetheless, in the event that the statutory authority for the JAG Program would cease, the Judges and Budget Officer would petition the Hidalgo County Commissioners Court for a continuation of funding with the use of local funds.

Meanwhile, Hidalgo County will continue to use the JAG Program monies to fund the same Bailiff and Court Coordinator positions which were also funded by the JAG FY 05, JAG FY 06, JAG FY 07, JAG FY 08, JAG FY 09, and JAG FY 2010 grants. As with the other JAG grants, the new JAG FY 11 grant will be utilized after the preceding JAG grant funds have been exhausted. Our projection reflects the JAG FY 11 grant will start funding these positions on January 2012 and end on September 2012 approximately.

2011-H5093-TX-DJ
Budget Narrative (Attachment II)

Below is breakdown of the salaries and fringes for the Bailiff and the Court Coordinator.
Due to limited funds from the JAG Grant Program, it was concluded the total JAG funds awarded would be enough to fund 8.63 months of salary and fringes for these two staff members from the Auxiliary Courts starting on January 2012 and ending on September 2012. Hidalgo County will continue to use the JAG Program monies to continue funding the same Bailiff and Court Coordinator positions which were also funded by the JAG FY 05, JAG FY 06, JAG FY 07, JAG FY 08, JAG FY 09, JAG FY 10 grants, and will be funded by JAG FY 11 too. The new JAG grant will be utilized after the preceding JAG grant funds have been exhausted. Hidalgo County Commissioners Court has approved interpreter and Longevity pay. Interpreter pay is additional pay paid to certain employees who possess a skill in speaking another language other than English. Since Bailiffs interact with the public, the position requires they speak Spanish considering the high percentage of Spanish speaking people in Hidalgo County. Longevity pay is additional pay paid for every year after five years of Hidalgo County employment.

The following Budget Detail includes budgeted salary and fringe amounts. For simplicity purposes, some of these projected computations have been rounded.

Budget Detail:

Description	Monthly Amounts x the Number of Months 100%	Employee: Bailiff/ Interpreter Total Compensation for 8.6303 Months
JAG-F/T Employee	3,299.39 * 8.6303 months	28,475
JAG-Longevity Pay	0.00 * 8.6303 months	0
JAG-Interpreter Pay	500.00 * 8.6303 months	4,315
JAG-Health Insurance	342.00 * 8.6303 months	2,952
JAG-Life Insurance	2.25 * 8.6303 months	19
JAG-FICA	290.65 * 8.6303 months	2,508
JAG-Retirement	378.04 * 8.6303 months	3,262
JAG-Unemployment	19.00 * 8.6303 months	164
JAG-Workers Comp.	0.00 * 8.6303 months	0
	Total	41,695

2011-H5093-TX-DJ
Budget Narrative (Attachment II) pg. 2

Description	Monthly Amounts x the Number of Months 100%	Employee: Court Coordinator Total Compensation for 8.6303 Months
JAG-F/T Employee	3,958.21 * 8.6303 months	34,161
JAG-Longevity Pay	50.00 * 8.6303 months	432
JAG-Interpreter Pay	0.00 * 8.6303 months	0
JAG-Health Insurance	342.00 * 8.6303 months	2,952
JAG-Life Insurance	2.25 * 8.6303 months	19
JAG-FICA	306.63 * 8.6303 months	2,646
JAG-Retirement	398.82 * 8.6303 months	3,442
JAG-Unemployment	20.04 * 8.6303 months	173
JAG-Workers Comp.	0.00 * 8.6303 months	0
	Total	43,825

The salary computation in the Budget Detail was computed using the annual salary amount for each staff member divided by twelve months and multiplying the monthly amount by 8.6303 months.

The fringes computation in the Budget Detail was computed using the actual rate Hidalgo County uses for each fringe and arriving to the monthly amount of fringes in relation to the employee's monthly salary. The monthly fringe amount was multiplied by 8.6303 months.

Budget Summary:

Personnel	62,636
Fringes Benefits	22,884
Total Project Cost	85,520
Federal Request	85,520

2011-H5093-TX-DJ
Review Narrative (Attachment III)

The JAG FY 11 grant application was hand delivered to the Hidalgo County governing body, on June 28, 2011. Notification to the Hidalgo County residents of the JAG Grant Program was included in the Hidalgo County Agenda for the Hidalgo County Commissioner's Court meeting held on July 5, 2011. The JAG Grant Program was presented in public forum and was also televised on the area's public television channel, KMBH – 60.

2011-H5093-TX-DJ
Abstract (Attachment IV)

Hidalgo County is 1,588 square miles and is located at the south most tip of the state of Texas. Its southern border covers seventy-eight miles of Texas/Mexico border along the Rio Grande River. As per most recent census estimates, Hidalgo County reflects a population of slightly over 774,769.

The Hidalgo County criminal justice system is comprised, at the moment, of eleven (11) district courts, six county courts at law and two auxiliary courts (auxiliary court A and auxiliary court B). The auxiliary courts main purpose is to provide support to the district courts. This support is managed by having the auxiliary courts hear and dispose of the overflow of criminal cases from all of the eleven district courts.

Hidalgo County data reflects the immense support the auxiliary courts have provided to all eleven district courts. This support has translated into having a more manageable criminal caseload for all eleven Hidalgo County District Courts thus improving Hidalgo County's stance in complying with an individuals' right guaranteed in the Sixth Amendment.

AI-27327 **16.D.**

2011 General Fund Salary Sweep as of 6-29-11 (2nd quarter)

CC REGULAR

Date:	07/05/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Damaris SanMiguel
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

General Fund Salary Sweep (1100):
Approval to transfer General Fund lapsed salaries from various departments to the Countywide Adminstration - Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** General Fund Obj. 113

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

BUDGETARY IMPACT:

Please refer to attached Salary Sweep analysis as of 6-29-11. Funds available as of 6-29-11.

Attachments

Link: salary sweep

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/30/2011 08:05 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 08:08 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/30/2011 04:28 PM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Ivan Cantu — Started On: 06/29/2011 09:57 AM

Final Approval Date: 07/01/2011

Hidalgo County

Department of Budget & Management

Salaries Sweep, Obj. 113

As of Wednesday, June 29, 2011

			Amounts based on BAP Salary Schedule			SAGE	
Account Number	Obj. Code	Department Name	2011 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*14)	Obj. 113 Available Balance as of 6-29-11	Total Sweep
110041200031001	113	MASTER COURT	85,504.00	3,288.62	46,040.62	46,040.56	0.06
110041200032001	113	MASTER CRT II	85,504.00	3,288.62	46,040.62	46,040.56	0.06
110041200045001	113	AUXILIARY CRT	209,799.00	8,069.19	112,968.69	112,968.60	0.09
110041200061001	113	JP PCT 1/PL 1	122,155.00	4,698.27	65,775.77	65,934.75	(158.98)
110041200062001	113	JP PCT 1/PL 2	122,155.00	4,698.27	65,775.77	66,001.00	(225.23)
110041200063001	113	JP PCT 2/PL 1	122,155.00	4,698.27	65,775.77	65,775.76	0.01
110041200064001	113	JP PCT 2/PL 2	122,155.00	4,698.27	65,775.77	67,213.10	(1,437.33)
110041200065001	113	JP PCT 3/PL 1	146,637.00	5,639.88	78,958.38	79,676.30	(717.92)
110041200066001	113	JP PCT 3/PL 2	146,636.00	5,639.85	78,957.85	78,957.80	0.05
110041200067001	113	JP PCT 4/PL 1	187,367.00	7,206.42	100,889.92	101,142.82	(252.90)
110041200068001	113	JP PCT 4/PL 2	256,347.00	9,859.50	138,033.00	148,298.81	(10,265.81)
110041200069001	113	JP PCT 5/PL 1	122,155.00	4,698.27	65,775.77	66,555.58	(779.81)
110041200080002	113	CRIM DA	4,410,453.00	169,632.81	2,374,859.31	2,403,221.47	(28,362.16)
110041200090001	113	DIST CLERK	1,965,298.00	75,588.38	1,058,237.38	1,068,557.13	(10,319.75)
110041230085003	113	PUBLIC DEFENDER	464,882.00	17,880.08	250,321.08	250,505.36	(184.28)
110041300110006	113	CO JUDGE	676,630.00	26,024.23	364,339.23	369,410.62	(5,071.39)
110041300125001	113	EXECUTIVE OFFICE	444,862.00	17,110.08	239,541.08	248,270.28	(8,729.20)
110041400130001	113	ELECTIONS DEPT	560,313.00	21,550.50	301,707.00	300,751.03	955.97
110041500200001	113	INFORMATION TECHNOLOGY	1,019,246.00	39,201.77	548,824.77	560,988.27	(12,163.50)
110041514115001	113	BUDGET & MANAGEMENT	909,072.00	34,964.31	489,500.31	518,484.09	(28,983.78)
110041515140001	113	TAX OFF	3,927,290.00	151,049.62	2,114,694.62	2,121,580.23	(6,885.61)
110041516150001	113	CO TREASURER	511,130.00	19,658.85	275,223.85	275,402.35	(178.50)
110041518160001	113	PURCHASING	1,144,889.00	44,034.19	616,478.69	650,761.61	(34,282.92)
110041540180001	113	CO CLERK	1,852,861.00	71,263.88	997,694.38	1,014,196.96	(16,502.58)
110041550190002	113	HUMAN RESOURCES	348,295.00	13,395.96	187,543.46	188,825.42	(1,281.96)
110041910210001	113	PLANNING DEPT	625,921.00	24,073.88	337,034.38	343,050.24	(6,015.86)
110041940220001	113	FACILITIES MANAGEMENT	2,649,771.00	101,914.27	1,426,799.77	1,474,072.24	(47,272.47)
110041950125003	113	SAFETY	551,370.00	21,206.54	296,891.54	296,891.47	0.07
110042100125011	113	TX DPS	168,721.00	6,489.27	90,849.77	98,074.42	(7,224.65)
110042100280001	113	SHERIFF	12,842,724.00	493,950.92	6,915,312.92	6,956,730.68	(41,417.76)

Hidalgo County

Department of Budget & Management

Salaries Sweep, Obj. 113
As of Wednesday, June 29, 2011

			Amounts based on BAP Salary Schedule			SAGE	
Account Number	Obj. Code	Department Name	2011 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*14)	Obj. 113 Available Balance as of 6-29-11	Total Sweep
110042100293001	113	CONSTABLE PCT.3	631,356.00	24,282.92	339,960.92	338,850.29	1,110.63
110042100295001	113	CONSTABLE PCT.5	281,472.00	10,825.85	151,561.85	170,606.36	(19,044.51)
110042210300001	113	FIRE MARSHAL	216,841.00	8,340.04	116,760.54	118,299.05	(1,538.51)
110042321280002	113	JAIL	13,602,080.00	523,156.92	7,324,196.92	7,443,704.51	(119,507.59)
110042900110075	113	EMERGENCY MANAGEMENT	248,842.00	9,570.85	133,991.85	135,191.09	(1,199.24)
110043200122001	113	SANITATION PCT.2	635,556.00	24,444.46	342,222.46	402,093.65	(59,871.19)
110043200123001	113	SANITATION PCT.3	907,868.00	34,918.00	488,852.00	520,918.08	(32,066.08)
110043200124001	113	SANITATION PCT.4	363,410.00	13,977.31	195,682.31	195,682.16	0.15
110044100340001	113	HEALTH ADM	1,235,734.00	47,528.23	665,395.23	697,958.27	(32,563.04)
110044100340003	113	HEALTH CLINICS	2,855,214.00	109,815.92	1,537,422.92	1,562,838.44	(25,415.52)
110044400240001	113	HUMAN SERVICES	912,722.00	35,104.69	491,465.69	500,576.58	(9,110.89)
110044400360001	113	CHILD WELFARE	80,188.00	3,084.15	43,178.15	44,866.15	(1,688.00)
110044400370001	113	VETERAN'S SRV	125,780.00	4,837.69	67,727.69	67,727.65	0.04
110045200121013	113	PARKS PCT.1	513,186.00	19,737.92	276,330.92	281,386.09	(5,055.17)
110045200122008	113	PARKS PCT.2	341,558.00	13,136.85	183,915.85	227,203.57	(43,287.72)
110045200123008	113	PARKS PCT.3	424,242.00	16,317.00	228,438.00	229,802.94	(1,364.94)
110046100380001	113	TX AGRILIFE EXT	170,429.00	6,554.96	91,769.46	91,769.35	0.11
110046600122018	113	PCT 2 CRC	97,623.00	3,754.73	52,566.23	52,931.52	(365.29)
110046600122082	113	PCT 2 CRC - SOUTH TOWER RD	91,435.00	3,516.73	49,234.23	52,123.52	(2,889.29)
			$ 60,537,833.00	**$ 2,328,378.19**	**$ 32,597,294.69**	**$ 33,218,908.78**	**$ (621,614.09)**

1100-415-00-115-002-0-899 Co. Wide Adm.-Contingency **$ 621,614.09**

TOTALS **-**

To sweep lapsed salaries (obj. 113) expenditures to the Co. Wide Administration account.

AI-27335 **16.E.1.**

Appropriation of Funds (1200)

CC REGULAR

Date:	07/05/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #3 R&B (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for revenues received by Headstart Program for the paving of the Palmview III Headstart Center.

b. Approval of 2011 appropriation of funds into Precinct #3 Palmview Headstart Center in the amount of $31,265.35 to fund the paving of the Palmview III Headstart Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-095-0-673

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $31,265.35 into Pct. #3 Palmview III Headstart Center.

Attachments

Link: Certification of Revenues

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	07/01/2011 08:20 AM	APRV
2	Budget & Management	Merlen P. Munoz	07/01/2011 08:26 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/01/2011 08:42 AM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Perla Lopez Started On: 06/29/2011 11:08 AM

Final Approval Date: 07/01/2011

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

June 29, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a financial participation from Hidalgo County Head Start Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$31,265.35	Palmview III Head Start Center Parking Lot Paving Project

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/30/11
Date

Linda Fong

From: Perla Lopez [perla.lopez@co.hidalgo.tx.us]
Sent: Wednesday, June 29, 2011 10:09 AM
To: 'Ray Eufracio'; linda.fong@auditor.co.hidalgo.tx.us
Cc: 'Sergio Cruz'
Subject: Certification of Revenues
Attachments: Headstart Receipt.pdf; ag_memo_pdf_popup.pdf; 27015_Precinct%203%20Project%20Worksheet.pdf

Good morning,

I will be creating an agenda item (7/05/11 CC) for an appropriation of funds that were received by Headstart in the amount of $31,265.35. The funds will be utilized for the paving of the Palmview Headstart Center. The funds were approved by CC on 6/14/11 (AI - 27015). I kindly request a Certification of Revenues for this amount. The revenue account is 1-1200-364-00-123-000-0-000 (Receipt No. 147516). Please contact me should you have any questions or concerns. Have a great evening.

Thank You,

Perla A. Lopez
Planning Analyst I
Hidalgo County - Budget & Management
Strategic Planning Division
2818 S. Business Hwy. 281
Edinburg, TX 78539
Phone (956) 292-7025 ext. 5419
Fax (956) 292-7035
perla.lopez@co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 147516

eceived From: PCT.3 HID.CO.HEADSTART PROGRAM Date 06/22/11

127951	P-3 PALMVIEW III HDSTRT CNTR PAVING	1-1200-364-00-123-000-0-000	31,265.35

Total: 31,265.35

Check Total	31,265.35
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-27015 **16.A.**

Paving of Parking Lot

CC REGULAR

Date:	06/14/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Issue Payment to Precinct 3 for supplies and materials to pave the parking lot for the Palmview III Head Start Center. Precinct 3 will purchase supplies and materials and provide free labor to complete the project. The total amount for supplies and materials is $31,265.35.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact - Precinct #3 will provide labor.

Attachments

Link: Precinct 2 Prolject Worksheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:16 PM	APRV
2	Roland Garcia	Rolando Garcia	06/09/2011 02:07 PM	APRV
3	Perla Lopez	Perla Lopez	06/09/2011 04:47 PM	APRV
4	Auditor's Office	Arcilia Duran	06/10/2011 11:51 AM	APRV
5	Purchasing Department	Marty Salazar	06/10/2011 11:59 AM	APRV

Form Started By: Linda Galaviz Started On: 06/08/2011 02:10 PM

Final Approval Date: 06/10/2011

Hidalgo County Precinct # 3
Project Worksheet

Project: Head Start **Date:** 5-10-11
Project Location: _____
Project Description: _____
(New Construction/Overlay/Drainage Improvement)

Caliche / Hot Mix

	Vendor: Frontera Materials Contract # C[redacted] (Expires: [redacted])	Vendor: Frontera Materials Contract# C-11-006-03-21 (Expires: 4/6/12)
Length:	327/215/100	327/215/100
Width:	20/170/38	20/170/38
Thick:	6	12
Tons:	1700	545
Contract Price:	X $3.25	X $47.23

Amount: **Caliche** $5,525 **Hot Mix** $25,740.35

Emulsified Asphalt Oil

Vendor: Performance Grade Asphalt **Contract #** E-11-102-03-07 (Expires: 6/12/11)
MS1 Oil: _____ (Gall.) X $_____ (Price per Gall.) = Total $_____

Road Striping

Vendor: Pavement Markings **Contract#** E-11-007-83-28 (Exp.: 4/7/12)

4" Yellow or white reflectorized paint	_____ X	$.26 lf	= _____
4" Yellow or white thermo plastic	_____ X	$.38 lf	= _____
4" Reflectors yellow or white	_____ X	$3.40 ea.	= _____
24" White Paint Stripe	_____ X	$2.80 ea.	= _____
Thermoplastic Arrows	_____ X	$80.00 ea.	= _____
6" x 6" Giggle Bar File, yellow or white	_____ X	$6.40 ea.	= _____
24" White Thermoplastic Stripe	_____ X	$7.40 lf.	= _____
Thermoplastic Words (only, school, ect.)	_____ X	$100.00ea.	= _____

Total: $_____

DATE: July 5, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management
for Pct. #3 R&B (1200)

AI-27335

ACCOUNT NUMBER: 1-1200-431-00-123-095-0-673

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1200-431-00-123-095-0-673	Pct. #3 Palmview III Headstart Center - R&B R&M Supplies	$ 31,265.35
1-1200-364-00-123-000-0-000	*R&B Pct. #3 - Contributions & Donations*	*31,265.35*
	TOTAL BUDGET INCREASE (DECREASE)	**31,265.35**

REASON:

Appropriation of funds received by Headstart Program for the paving of the Palmview III Headstart Center.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-27360 **16.E.2.**

Appropriation of grant funds- Border Security Crime Reduction Operation Grant

CC REGULAR

Date:	07/05/2011
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Constable Pct. No. 3 (1284):
Approval of appropriation of Border Security Crime Reduction Operation Grant funds in the total amount of $38,060.00.(REF: CC 07/05/11 AI 27339)

BACKGROUND

Funds awarded to Hidalgo County from the Office of the Governor, Criminal Justice Division (CJD)- Edward Byrne Memorial Justice Assistance Grant (JAG) for the continuation of Border Star projects.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-421-00-293-014-1-741

FUNDS AVAILABLE Y/N?: SEE BELOW **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

REF: CC 07/05/11 AI-27339
Grant Number: DJ-10-A10-22816-01
Grant Period: 10/01/10 to 09/30/11

Grant Award:
Hidalgo County Sheriff's Office: $221,044.00
Constable Precinct 3: $38,060.00
Total $259,104.00

Revenue Acct.: 1-1284-331-12-293-014-1-000

Funds awarded to Hidalgo County from the Office of the Governor, Criminal Justice Division (CJD)- Edward Byrne Memorial Justice Assistance Grant (JAG) for the continuation of Border Star projects.

Attachments

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/30/2011 01:04 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/30/2011 01:43 PM	APRV
3	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Rosie Cantu

Started On: 06/30/2011 10:37 AM

Final Approval Date: 07/01/2011

DATE: June 29, 2011

2011
Appropriation

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DBM for CONST. PCT NO. 3

ACCOUNT NUMBER: 1-1284-421-00-293-014-1-XXX (BORDER SECUR. CRIME REDUCT. OPER. GRA

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1284-421-00-293-014-1-741	CONST. PCT 3 BORDER SECUR. CRIME REDUCT. OPER. GRANT-	VEHICLES	$38,060.00
1-1284-331-12-293-014-1-000	CONST. PCT 3 BORDER SECUR. CRIME REDUCT. OPER. GRANT-	REVENUE	38,060.00
		TOTAL BUDGET INCREASE (DECREASE)	**38,060.00**

REASON: TO APPROPRIATE THE BORDER SECURITY CRIME REDUCTION OPERATION GRANT FUNDS IN THE TOTAL AMOUNT OF $38,060.00 AWARDED TO HIDALGO COUNTY FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION (CJD)- EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR THE CONTINUATION OF BORDER STAR PROJECTS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-27302 **17.A.4.**

Award of Bid/ MS-1 Emulsified Asphalt

CC REGULAR

Date:	07/05/2011
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder meeting all specifications and requirements attached hereto for Hidalgo County for all funding sources: MS-1 Emulsified Asphalt RFB No.:2011-137-06-15-SGS.

BACKGROUND

1. Contract to commence upon approval of Commissioner's Court.
2. Recommended vendor is Performance Grade Asphalt.
3. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

PCT1 RD MAINT-R&B R&M SUPPLIES:
$67,787.90 available balance as of 06/30/11.
Purchases are on an as needed basis. Funds would need to be in place at time of purchase.

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-121-041-0-731

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

BUDGETARY IMPACT:

CO2010A&B-PCT1 ROADS-ROADS:
$2,562,857.23 available balance as of 06/30/11.
Purchases are on an as needed basis. Funds would need to be in place at time of purchase.

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

PCT3 RD MAINT-ROADS:
$55,744.41 available balance as of 06/30/11.

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

PCT4 RD MAINT-R&B R&M SUPPLIES:
$9,035.80 available balance as of 06/30/01.
Purchases are on an as needed basis. Funds would need to be in place at time of purchase.

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

PCT4 RD MAINT-ROADS:
$130,598.52 available balance as of 06/30/11.
Purchases are on an as needed basis. Funds would need to be in place at time of purchase.

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

PCT2 RD MAINT-R&B R&M SUPPLIES:
$38,334.95 available balance as of 06/30/11.
Purchases are on an as needed basis. Funds would need to be in place at time of purchase.

Attachments

Link: Pct 2 Final request -Okay to proceed

Link: Scanned Contract

Link: Packet to award

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/30/2011 09:53 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 10:03 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/30/2011 02:22 PM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Sandy Suarez Started On: 06/28/2011 10:35 AM

Final Approval Date: 07/01/2011

sandy.suarez

From: sandy.suarez [sandy.suarez@co.hidalgo.tx.us]
Sent: Tuesday, June 28, 2011 8:57 AM
To: 'roque.cavazos@co.hidalgo.tx.us'
Cc: 'yoli.cisneros@co.hidalgo.tx.us'; 'Darlene Betancourt'
Subject: 2011-137-06-15-SGS-Hidalgo County-"MS-1 Emulsified Asphalt' Final Notice-Memo of Concurrence

Importance: High

Good Morning,

Please submit your Memo of Concurrence to me, by no later than 10:30 this morning, for the above referenced project. The original due date was on June 22, 2011. All other departments have submitted theirs .

With all due respect, If I do not receive the Memo, I would like to inform your department , that I can no longer hold up the project and I must proceed with the procurement process.

I will be requesting to award the contract to the sole bidder, Performance Grade Asphalt.

If there are any questions or concerns, please let me know.

Thank you,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

Tracking:

sandy.suarez

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, June 28, 2011 1:47 PM
To: 'sandy.suarez'
Subject: RE: 2011-137-06-15-SGS-Hidalgo County(All Funding Sources)-"MS-1 Emulsified Asphalt" Did not receive Memo of Concurrence

If you have rec'd the other responses from the other parties, you may proceed to place an agenda item for award of project.

Thanks

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Tuesday, June 28, 2011 11:29 AM
To: 'Darlene Betancourt'
Subject: 2011-137-06-15-SGS-Hidalgo County(All Funding Sources)-"MS-1 Emulsified Asphalt" Did not receive Memo of Concurrence
Importance: High

Good Morning Darlene,

I did not receive the Memo of Concurrence from Precinct No.2, for the above referenced project. With your permission , I would like to proceed with the project and in due course request to award to the sole bidder- Performance Grade Asphalt.
Any questions or concerns, please let me know.

Thank you,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

Recipient	Read
'roque.cavazos@co.hidalgo.tx.us'	
'yoli.cisneros@co.hidalgo.tx.us'	
'Darlene Betancourt'	Read: 6/28/2011 9:52 AM
yoli	Read: 6/28/2011 10:14 AM

REQUIREMENTS AGREEMENT
C-11-137-07-05

THIS AGREEMENT (the "Agreement") is entered into as of the **5th of July, 2011** by and between **Dubose Interests, LLC dba Performance Grade Asphalt, LLC, 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 (On An As Needed Basis),"** for Hidalgo County as further described in Exhibit "A" (the "Products"), Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") 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 an 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 six (6) months from July 5, 2011 to January 4, 2012, 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. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) day grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term.

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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: DuBose Interests, LLC dba
Performance Grade Asphalt
Attn: Clark DuBose, President
PO Box 6
Hitchcock, TX 77563

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

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

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with 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

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____
Date:_____

COMPANY'S NAME
Dubose Interests, LLC dba Performance Grade Asphalt, LLC

By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"
SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

May 31, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**MS-1 EMULSIFIED ASPHALT**"
Bid No: 2011-137-06-15-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"MS-I EMULSIFIED ASPHALT"
BID NO.: 2011-137-06-15-SGS

1. Request For Bid Letter, consisting of __1__ page.
2. Request for Bid, Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications consisting of __5__ pages
4. Exhibit "B" Bid Page consisting of __2__ pages.
5. Exhibit "C" Insurance Requirements consisting of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.
7. Vendor/Bidder Application and W-9 form consisting of __6__ pages.
8. Draft Requirements Agreement consisting of __7__ pages.
9. Certification Regarding Debarment consists of __1__ page.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

May 31, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)

REQUEST FOR BIDS

"MS-1 EMULSIFIED ASPHALT"

RFB: 2011-137-06-15-SGS

Bid No: 2011-137-06-15	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

"MS-1 EMULSIFIED ASPHALT"
BID OPENING DATE:

JUNE 15, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs and Entities)–"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-2011-137-06-15-SGS HIDALGO COUNTY (All Funding Sources, Programs and Entities) - "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, JUNE 15, 2011. 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-2011-137-06-15-SGS RFB-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – "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 o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs and Entities) - "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	**June 15, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2011-137-06-15-SGS

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 (All Funding Sources, Programs and Entities)
"MS-1 Emulsified Asphalt"
Bid №: 2011-137-06-15-SGS

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 4:00 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.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

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) Insurance certificates as per "exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

   e) 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.

   f) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

   g) Insurance requirements for this project to be maintained throughout the contract term (refer to Limits in Exhibit "C").

   h) Any contract awarded to a successful bidder will be in effect until:
      a) the contract expires.
      b) delivery acceptance of products and/or performance of services ordered or
      c) terminated by County with thirty (30) days written notice prior to cancellation.

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 contact 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: sandy.suarez@co.hidalgo.tx.us no later than Wednesday, June 08, 2011 at 5:00 p.m. Responses to said inquires will be sent to all applicants via facsimile or via e-mail by **no later than Friday, June 10, 2011 at 5:00 p.m.**

EXHIBIT "B"

HIDALGO COUNTY

(All funding sources, programs, and entities)

"MS-1 EMULSIFIED ASPHALT"

BID Nº 2011-137-06-15-SGS

BID PAGE

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three 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.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY)	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL
LOADS OF 5,000 GALLONS OR MORE $_____ /gal. Cost are to be net F.O.B., County Prepaid	$_____ Hour
LOADS OF 4,000 – 4,999 GALLONS $_____ /gal. Cost are to be net F.O.B., County Prepaid	$_____ Hour
LOADS OF 3,000 – 3,999 GALLONS $_____ /gal. Cost are to be net F.O.B., County Prepaid	$_____ Hour
LOADS OF 2,000 – 2,999 GALLONS $_____ /gal. Cost are to be net F.O.B., County Prepaid	$_____ Hour
LOADS OF 1,000 – 1,999 GALLONS $_____ /gal. Cost are to be net F.O.B., County Prepaid	$_____ Hour

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE Nº:_____ **FAX Nº:**_____

CELLULAR Nº:_____

AUTHORIZED SIGNATURE:_____

PRINTER NAME:_____ **DATE** ___/___/___

TITLE:_____

EXHIBIT "B"

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"MS-1 EMULSIFIED ASPHALT"

BID Nº 2011-137-06-00-SGS

BID PAGE

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with 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.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY)	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL
LOADS OF 5,000 GALLONS OR MORE $_____/gal. Cost are to be net F.O.B., County Prepaid	$_____Hour
LOADS OF 4,000 – 4,999 GALLONS $_____/gal. Cost are to be net F.O.B., County Prepaid	$_____Hour
LOADS OF 3,000 – 3,999 GALLONS $_____/gal. Cost are to be net F.O.B., County Prepaid	$_____Hour
LOADS OF 2,000 – 2,999 GALLONS $_____/gal. Cost are to be net F.O.B., County Prepaid	$_____Hour
LOADS OF 1,000 – 1,999 GALLONS $_____/gal. Cost are to be net F.O.B., County Prepaid	$_____Hour

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE Nº:_____ **FAX Nº:**_____

CELLULAR Nº:_____

AUTHORIZED SIGNATURE:_____

PRINTER NAME:_____ **DATE** ___/___/___

TITLE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	OTHER			

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

REQUEST FOR BIDS

"MS-1 EMULSIFIED ASPHALT"

RFB: 2011-137-06-15-SGS

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID Nº 2011-137-06-00-SGS

OPENED 9:45 6-15-11 Witnessed

BID PAGE

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with 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.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY)	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL
LOADS OF 5,000 GALLONS OR MORE $ 2.40 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour
LOADS OF 4,000 – 4,999 GALLONS $ 2.60 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour
LOADS OF 3,000 – 3,999 GALLONS $ 2.80 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour
LOADS OF 2,000 – 2,999 GALLONS $ 3.00 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour
LOADS OF 1,000 – 1,999 GALLONS $ 3.40 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour

BIDDER/COMPANY NAME: PERFORMANCE GRADE ASPHALT, L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: HITCHCOCK, TX. 77563

PHONE Nº: 409-986-7740 **FAX Nº:** 409-986-7950

CELLULAR Nº: 281-387-9869 or 409-739-7757

✓ **AUTHORIZED SIGNATURE:**

PRINTER NAME: Clarke DuBose **DATE** 06/16/2011

TITLE: PRESIDENT

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway

Texas City TX 77591

CONTACT NAME: Patsy Beall ACSR
PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883
E-MAIL ADDRESS: patsy_beall@rustewing.com
PRODUCER CUSTOMER ID #: 00005473

INSURED

Dubose Interests LLC DBA Performance Grade Asphalt LLC Rifle Transportation LLC&Gator Rec
P. O. Box 6
Hitchcock TX 77563

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Insurance/SW Risk	10833
INSURER B : Hallmark County Mutual/US Risk	
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Great American Insurance Group	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 11-12 Rnwl WC Certs REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC			VIGP012755	11/20/2010	11/20/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TXA506163-01	11/20/2010	11/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0012106801	2/23/2011	2/23/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cargo Insurance All Risk w/exclusions			IMP 388 76 31 02	11/20/2010	11/20/2011	Per Turck-No Refer Coverage Deductible	$100,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Hidalgo is provided Additional Insured applies to the Auto policy and Blanket Additional Insured applies to the General Liability policy and Blanket Waiver of Subrogation applies to the Workers Compensaiton as required by written contract between the insured and certificate holder.

CERTIFICATE HOLDER

(956) 292-7612 sandy.suarez@co.hidalgo.tx

County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Blackshear Jr. CIC/

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VEHICLE DESCRIPTION

[X] ACORD 129 attached for additional vehicles

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM/AGE	COST NEW
1	1995	MAKE: Freightliner MODEL:		V.I.N.: 1FUYDSEB9TP609069	[ ] PP [ ] SPEC [ ] COML		$ 10000

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
Hitchcock TX 77563		22		50399				1000	

DRIVE TO WORK/SCHOOL	USE		CHECK COVERAGES									DEDUCTIBLES			
[ ] < 15 MILES [ ] 15 MILES +	[ ] PLEASURE [ ] FARM	[ ] COMM'L [ ] RETAIL [ ] SERVICE	[ ] LIAB [ ] NO-FAULT	[ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR	[ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L	[ ] F [X] FT [X] FTW	[ ] LSP [ ] COMP [ ] COLL	[ ] RENT REIMB [ ] FG	[ ] ACV [ ] AA	[X] COMP [X] ST AMT	[ ] SPEC C OF L	$ 15,000	$ 2,500	$ 2,500	COLL

NET VEH DR/CR:

TOTAL PREM $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM/AGE	COST NEW
2	1998	MAKE: Freightliner MODEL:		V.I.N.: 2FUYDSEBXWAB39026	[ ] PP [ ] SPEC [ ] COML		$ 10000

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
Hitchcock TX 77563		22		50399				1000	

DRIVE TO WORK/SCHOOL	USE		CHECK COVERAGES									DEDUCTIBLES			
[ ] < 15 MILES [ ] 15 MILES +	[ ] PLEASURE [ ] FARM	[X] COMM'L [ ] RETAIL [ ] SERVICE	[ ] LIAB [ ] NO-FAULT	[ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR	[ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L	[ ] F [X] FT [X] FTW	[ ] LSP [ ] COMP [ ] COLL	[ ] RENT REIMB [ ] FG	[ ] ACV [ ] AA	[X] COMP [X] ST AMT	[ ] SPEC C OF L	$ 15,000	$ 2,500	$ 2,500	COLL

NET VEH DR/CR:

TOTAL PREM $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM/AGE	COST NEW
3	1996	MAKE: Freightliner MODEL:		V.I.N.: 2FUYDSEBXTP609047	[ ] PP [ ] SPEC [ ] COML		$ 10000

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
Hitchcock TX 77563		22		50399				1000	

DRIVE TO WORK/SCHOOL	USE		CHECK COVERAGES									DEDUCTIBLES			
[ ] < 15 MILES [ ] 15 MILES +	[ ] PLEASURE [ ] FARM	[X] COMM'L [ ] RETAIL [ ] SERVICE	[ ] LIAB [ ] NO-FAULT	[ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR	[ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L	[ ] F [X] FT [X] FTW	[ ] LSP [ ] COMP [ ] COLL	[ ] RENT REIMB [ ] FG	[ ] ACV [ ] AA	[X] COMP [X] ST AMT	[ ] SPEC C OF L	$ 15,000	$ 2,500	$ 2,500	COLL

NET VEH DR/CR:

TOTAL PREM $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM/AGE	COST NEW
4	1981	MAKE: Freuhauf MODEL: Trailer		V.I.N.: UNR472401	[ ] PP [ ] SPEC [ ] COML		$ 20000

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
Hitchcock TX 77563		22		67399				1000	

DRIVE TO WORK/SCHOOL	USE		CHECK COVERAGES									DEDUCTIBLES			
[ ] < 15 MILES [ ] 15 MILES +	[ ] PLEASURE [ ] FARM	[X] COMM'L [ ] RETAIL [ ] SERVICE	[ ] LIAB [ ] NO-FAULT	[ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR	[ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L	[ ] F [X] FT [X] FTW	[ ] LSP [ ] COMP [ ] COLL	[ ] RENT REIMB [ ] FG	[ ] ACV [ ] AA	[X] COMP [X] ST AMT	[ ] SPEC C OF L	$ 20,000	$ 2,500	$ 2,500	COLL

NET VEH DR/CR:

TOTAL PREM $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM/AGE	COST NEW
5	1987	MAKE: Freuhauf MODEL: Trailer		V.I.N.: 1H4T04325HL002501	[ ] PP [ ] SPEC [ ] COML		$ 20000

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
Hitchcock TX 77563		22		67399				1000	

DRIVE TO WORK/SCHOOL	USE		CHECK COVERAGES									DEDUCTIBLES			
[ ] < 15 MILES [ ] 15 MILES +	[ ] PLEASURE [ ] FARM	[X] COMM'L [ ] RETAIL [ ] SERVICE	[ ] LIAB [ ] NO-FAULT	[ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR	[ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L	[ ] F [X] FT [X] FTW	[ ] LSP [ ] COMP [ ] COLL	[ ] RENT REIMB [ ] FG	[ ] ACV [ ] AA	[X] COMP [X] ST AMT	[ ] SPEC C OF L	$ 20,000	$ 2,500	$ 2,500	COLL

NET VEH DR/CR:

TOTAL PREM $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM/AGE	COST NEW
6	1983	MAKE: Heil MODEL: Trailer		V.I.N.: 1HLM1D783D9F38860	[ ] PP [ ] SPEC [ ] COML		$ 10000

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
Hitchcock TX 77563		22		67399				1000	

DRIVE TO WORK/SCHOOL	USE		CHECK COVERAGES									DEDUCTIBLES			
[ ] < 15 MILES [ ] 15 MILES +	[ ] PLEASURE [ ] FARM	[X] COMM'L [ ] RETAIL [ ] SERVICE	[ ] LIAB [ ] NO-FAULT	[ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR	[ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L	[ ] F [X] FT [X] FTW	[ ] LSP [ ] COMP [ ] COLL	[ ] RENT REIMB [ ] FG	[ ] ACV [ ] AA	[X] COMP [X] ST AMT	[ ] SPEC C OF L	$ 10,000	$ 2,500	$ 2,500	COLL

NET VEH DR/CR:

TOTAL PREM $

VEH #	YEAR	MAKE / MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM/AGE	COST NEW
7	1973	MAKE: Trailmobile MODEL: Trailer		V.I.N.: J41016	[ ] PP [ ] SPEC [ ] COML		$ 10000

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
Hitchcock TX 77563		22		67199				100	

DRIVE TO WORK/SCHOOL	USE		CHECK COVERAGES									DEDUCTIBLES			
[ ] < 15 MILES [ ] 15 MILES +	[ ] PLEASURE [ ] FARM	[X] COMM'L [ ] RETAIL [ ] SERVICE	[ ] LIAB [ ] NO-FAULT	[ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR	[ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L	[ ] F [X] FT [X] FTW	[ ] LSP [ ] COMP [ ] COLL	[ ] RENT REIMB [ ] FG	[ ] ACV [ ] AA	[X] COMP [X] ST AMT	[ ] SPEC C OF L	$ 10,000	$ 2,500	$ 2,500	COLL

NET VEH DR/CR:

TOTAL PREM $

ACORD™ VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 6/27/2011

AGENCY: Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway
Texas City TX 77591
PHONE (A/C, No, Ext): (409) 934-8000
FAX (A/C, No): (409) 935-1883
CODE: SUB CODE:
AGENCY CUSTOMER ID: 00005473

APPLICANT (First Named Insured): Dubose Interests, LLC, DBA: Performance Grade Asphalt, LLC

EFFECTIVE DATE	EXPIRATION DATE		DIRECT BILL / AGENCY BILL	PAYMENT PLAN	AUDIT
11/20/2010	11/20/2011	X	AGENCY BILL	Surplus	

FOR COMPANY USE ONLY

VEHICLE DESCRIPTION

VEH # 8 — YEAR 1976 — MAKE: Trailmobile — MODEL: Trailer

BODY TYPE: — V.I.N.: N41035 — VEHICLE TYPE: [ ] PP [ ] SPEC [ ] COML — SYM/AGE: — COST NEW: $ 10000

CITY, STATE, ZIP WHERE GARAGED: Hitchcock TX 77563 — LIC STATE: — TERR: 22 — GVW/GCW: — CLASS: 67199 — SIC: — FACTOR: — SEAT CP: — RADIUS: 100 — FARTHEST TERM:

DRIVE TO WORK/SCHOOL: [ ] < 15 MILES [ ] 15 MILES + — USE: [ ] PLEASURE [ ] FARM [X] COMM'L [ ] RETAIL [ ] SERVICE — CHECK COVERAGES: [ ] LIAB [ ] NO-FAULT — [ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR — [ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L — [ ] F [ ] FT [X] FTW — [ ] LSP [X] COMP [X] COLL — [ ] RENT REIMB [ ] FG — DEDUCTIBLES: [ ] AA [X] ST AMT — [ ] ACV [X] COMP [ ] SPEC C OF L — $ 2,500 — $ 10,000 — $ 2,500 COLL

NET VEH DR/CR: — TOTAL PREM $

VEH # 9 — YEAR 1969 — MAKE: Fruehauf — MODEL: Trailer

BODY TYPE: — V.I.N.: OMK472503 — VEHICLE TYPE: [ ] PP [ ] SPEC [ ] COML — SYM/AGE: — COST NEW: $ 10000

CITY, STATE, ZIP WHERE GARAGED: Hitchcock TX 77563 — LIC STATE: — TERR: 22 — GVW/GCW: — CLASS: 67199 — SIC: — FACTOR: — SEAT CP: — RADIUS: 100 — FARTHEST TERM:

DRIVE TO WORK/SCHOOL: [ ] < 15 MILES [ ] 15 MILES + — USE: [ ] PLEASURE [ ] FARM [X] COMM'L [ ] RETAIL [ ] SERVICE — CHECK COVERAGES: [ ] LIAB [ ] NO-FAULT — [ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR — [ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L — [ ] F [X] FT [X] FTW — [ ] LSP [ ] COMP [X] COLL — [ ] RENT REIMB [ ] FG — DEDUCTIBLES: [ ] AA [X] ST AMT — [ ] ACV [X] COMP [ ] SPEC C OF L — $ 2,500 — $ 10,000 — $ 2,500 COLL

NET VEH DR/CR: — TOTAL PREM $

VEH # 10 — YEAR 2002 — MAKE: Ford — MODEL: PU F250

BODY TYPE: — V.I.N.: 1FTNW21FX2EC68921 — VEHICLE TYPE: [ ] PP [ ] SPEC [ ] COML — SYM/AGE: — COST NEW: $ 10000

CITY, STATE, ZIP WHERE GARAGED: Hitchcock TX 77563 — LIC STATE: — TERR: 22 — GVW/GCW: — CLASS: 67199 — SIC: — FACTOR: — SEAT CP: — RADIUS: 100 — FARTHEST TERM:

DRIVE TO WORK/SCHOOL: [ ] < 15 MILES [ ] 15 MILES + — USE: [ ] PLEASURE [ ] FARM [X] COMM'L [ ] RETAIL [ ] SERVICE — CHECK COVERAGES: [ ] LIAB [ ] NO-FAULT — [ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR — [ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L — [ ] F [X] FT [X] FTW — [ ] LSP [ ] COMP [X] COLL — [ ] RENT REIMB [ ] FG — DEDUCTIBLES: [ ] AA [X] ST AMT — [ ] ACV [X] COMP [ ] SPEC C OF L — $ 2,500 — $ 20,000 — $ 2,500 COLL

NET VEH DR/CR: — TOTAL PREM $

VEH # 11 — YEAR — MAKE: — MODEL:

BODY TYPE: — V.I.N.: — VEHICLE TYPE: [ ] PP [ ] SPEC [ ] COML — SYM/AGE: — COST NEW: $

CITY, STATE, ZIP WHERE GARAGED: — LIC STATE: — TERR: — GVW/GCW: — CLASS: — SIC: — FACTOR: — SEAT CP: — RADIUS: — FARTHEST TERM:

DRIVE TO WORK/SCHOOL: [ ] < 15 MILES [ ] 15 MILES + — USE: [ ] PLEASURE [ ] FARM [ ] COMM'L [ ] RETAIL [ ] SERVICE — CHECK COVERAGES: [X] LIAB [ ] NO-FAULT — [ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR — [ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L — [ ] F [X] FT [X] FTW — [ ] LSP [ ] COMP [X] COLL — [ ] RENT REIMB [ ] FG — DEDUCTIBLES: [ ] AA [ ] ST AMT — [ ] ACV [X] COMP [ ] SPEC C OF L — $ 2,500 — $ — $ 2,500 COLL

NET VEH DR/CR: — TOTAL PREM $

VEH # — YEAR — MAKE: — MODEL:

BODY TYPE: — V.I.N.: — VEHICLE TYPE: [ ] PP [ ] SPEC [ ] COML — SYM/AGE: — COST NEW: $

CITY, STATE, ZIP WHERE GARAGED: — LIC STATE: — TERR: — GVW/GCW: — CLASS: — SIC: — FACTOR: — SEAT CP: — RADIUS: — FARTHEST TERM:

DRIVE TO WORK/SCHOOL: [ ] < 15 MILES [ ] 15 MILES + — USE: [ ] PLEASURE [ ] FARM [ ] COMM'L [ ] RETAIL [ ] SERVICE — CHECK COVERAGES: [ ] LIAB [ ] NO-FAULT — [ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR — [ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L — [ ] F [ ] FT [ ] FTW — [ ] LSP [ ] COMP [ ] COLL — [ ] RENT REIMB [ ] FG — DEDUCTIBLES: [ ] AA [ ] ST AMT — [ ] ACV [ ] COMP [ ] SPEC C OF L — $ — $ — $ COLL

NET VEH DR/CR: — TOTAL PREM $

VEH # — YEAR — MAKE: — MODEL:

BODY TYPE: — V.I.N.: — VEHICLE TYPE: [ ] PP [ ] SPEC [ ] COML — SYM/AGE: — COST NEW: $

CITY, STATE, ZIP WHERE GARAGED: — LIC STATE: — TERR: — GVW/GCW: — CLASS: — SIC: — FACTOR: — SEAT CP: — RADIUS: — FARTHEST TERM:

DRIVE TO WORK/SCHOOL: [ ] < 15 MILES [ ] 15 MILES + — USE: [ ] PLEASURE [ ] FARM [ ] COMM'L [ ] RETAIL [ ] SERVICE — CHECK COVERAGES: [ ] LIAB [ ] NO-FAULT — [ ] ADD'L NO-FAULT [ ] MED PAY [ ] UNINS MOTOR — [ ] UNDRINS MOTOR [ ] TOWING & LABOR [ ] SPEC C OF L — [ ] F [ ] FT [ ] FTW — [ ] LSP [ ] COMP [ ] COLL — [ ] RENT REIMB [ ] FG — DEDUCTIBLES: [ ] AA [ ] ST AMT — [ ] ACV [ ] COMP [ ] SPEC C OF L — $ — $ — $ COLL

NET VEH DR/CR: — TOTAL PREM $

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Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: June 17, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Noe Montez, Director of Management Support

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD CONCURRENCE REQUEST**
Bid No. 2011-137-06-15-SGS-Hidalgo County- "MS-1 EMULSIFIED ASPHALT"

Attached you will find a copy of one (1) bid response received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, it is imperative that we receive your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the lowest sole bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidal[redacted], in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, June 28, 2011.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:

Recommend AWARD TO Sole Bidder Meeting Specs.

BUDGET ACCOUNT No.: 1-12 CO-431-00-121-005-C-673
1 1312-431-00-121-041-0 731

Authorized Signature	Printed Name	Department	Date
Noe Montez	Noe Montez	PCT - 1	6-20-11

Enclosures

Pct 1

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
Low Sole Bidder
BUDGET ACCOUNT No.: 1-1320-151-10-123-05-0-151

Authorized Signature	Printed Name	Department	Date
	Joe M. Flores	Precinct #3	6/22/11

Enclosures

Pct 3

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

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Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2011-137-06-15-SGS-Hidalgo County- "MS-1 EMULSIFIED ASPHALT"

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Please acknowledge by signing below, of your concurrence to award to the lowest sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, June 22, 2011 @10:00 A.M.** in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, June 28, 2011.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS: Sole Bidder

BUDGET ACCOUNT No.: 1-1200-431-124-007-0-673/731

Authorized Signature	Printed Name	Department	Date
Gloria A Bettran	Gloria A. Bettran	Pct 4	6/21/11

Enclosures

Pct 4

HIDALGO COUNTY-TABULATION
MS-1 EMULSIFIED ASPHALT
BID NO.: 2011-137-06-15-SGS

VENDOR	PERFORMANCE GRADE ASPHALT-SOLE BIDDER			
	OPTION 1		**OPTION 2**	
DESCRIPTION	Term-Three(3) months w/County's option to extend 3 additional 3 month terms		Term-Six(6) months w/County's option to extend additional 1 -six month term	
	Price per gallon	Demurrage after 2 hrs	Price per gallon	Demurrage after 2 hrs
LOADS OF 5,000 OR MORE GALLONS			$ 2.40	$60.00
LOADS OF 4,000 TO 4,999 GALLONS			$ 2.60	$60.00
LOADS OF 3,000 TO 3,999 GALLONS			$ 2.80	$60.00
LOADS OF 2,000 TO 2,999 GALLONS			$ 3.00	$60.00
LOADS OF 1,000 TO 1,999 GALLONS			$ 3.40	$60.00

√ Option Selection Option 1_____ Option 2 √

EXHIBIT "B"
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID Nº 2011-137-06-00-SGS

OPENED 9:45 6-15-11 Witnessed

BID PAGE

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with 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.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY)	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL
LOADS OF 5,000 GALLONS OR MORE $ 2.40 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour
LOADS OF 4,000 – 4,999 GALLONS $ 2.60 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour
LOADS OF 3,000 – 3,999 GALLONS $ 2.80 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour
LOADS OF 2,000 – 2,999 GALLONS $ 3.00 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour
LOADS OF 1,000 – 1,999 GALLONS $ 3.40 /gal. Cost are to be net F.O.B., County Prepaid	$ 60.00 Hour

BIDDER/COMPANY NAME: PERFORMANCE GRADE ASPHALT, L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: HITCHCOCK, TX. 77563

PHONE Nº: 409-986-7740 **FAX Nº:** 409-986-7950

CELLULAR Nº: 281-387-9869 or 409-739-7757

AUTHORIZED SIGNATURE:

PRINTER NAME: Clarke DuBose **DATE** 06/16/2011

TITLE: PRESIDENT

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: JUNE 15, 2011 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"MS-1 EMULSIFIED ASPHALT"

BID NO.: 2011-137-06-15-SGS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Valley Caliche Products, INC	EM	Sandy Suarez	05/31/11	P. O. Box 10 Mission, TX 78573 Tele: 581-2751 valleycaliche@aol.com
2. F & M Transportation, INC	EM	Sandy Suarez	05/31/11	610 E. Monte Cristo Rd Edinburg, TX 78541 Tel: 381-6666 frank3@fmtransport.com
3. Frontera Materials, INC Attn: Barry Ehlinger	EM	Sandy Suarez	05/31/11	1402 N. Bridge Avenue Weslaco, TX 78596 Tel: 968-0349 bmefrontera@aol.com
4. AG III Contractors, LLC	EM	Sandy Suarez	05/31/11	2244 W. US Hwy 281 San Benito, TX 78586 Tel: 361-3011 zapatachristine@yahoo.com
5. Performance Asphalt Attn: Mr. Clarke	EM	Sandy Suarez	05/31/11	5320 FM 2004 Rd Hitchcock, TX 77563-1012 Tel: 409-986-7740 clarked@pgasphlat.com
6. Professional Coating Technologies Inc Attn: Jonathan Winkelman	EM	Sandy Suarez	05/31/11	512.665.2085 jonathan.winkelman@gmail.com
7.				
8.				
9.				
10.				

MS-1 EMULSIFIED ASPHALT

COMPARISON SHEET

BID NO.: 2011-137-06-15-SGS

VENDOR:	**CURRENT CONTRACT HOLDER PREFORMANCE GRADE**				PROPOSED VENDOR PERFORMANCE GRADE ASPHALT			
	OPTION 1				**OPTION 2**		**DIFFERENCE**	
DESCRIPTION	Term-Three(3) months w/County's option to extend 3 additional 3 month terms				Term-Six (6) months w/County's optin to extend additionalone (1)- six (6) month term		**Increase**	
	Price per gallon	Demurrage after 2 hrs			Price per gallon	Demurrage after 2 hrs	**Price per gallon**	**Demurrage after 2 hrs**
LOADS OF 5,000 OR MORE GALLONS	$2.20	$40.00			$ 2.40	$60.00	**$ 0.20**	**$ 20.00**
LOADS OF 4,000 TO 4,999 GALLONS	$2.40	$40.00			$ 2.60	$60.00	**$ 0.20**	**$ 20.00**
LOADS OF 3,000 TO 3,999 GALLONS	$2.60	$40.00			$ 2.80	$60.00	**$ 0.20**	**$ 20.00**
LOADS OF 2,000 TO 2,999 GALLONS	$2.80	$40.00			$ 3.00	$60.00	**$ 0.20**	**$ 20.00**
LOADS OF 1,000 TO 1,999 GALLONS	$3.00	$40.00			$ 3.40	$60.00	**$ 0.40**	**$ 20.00**

AI-27372 **17.A.5.**

Assignment--Evaluation Committee for-Substance Abuse Treatmen & Primary Care Servcies for Adolescents

CC REGULAR

Date:	07/05/2011
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Appointment and/or designation by Commissioners' Court to select/assign an evaluation committee to evaluate and score the statements of qualification received for "Substance Abuse Treatment and Primary Care Services for Adolescents", as referenced in the procurement packet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Funding required at this time.

Attachments

Link: Exhibit A-Evaluations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/01/2011 10:55 AM	APRV
2	Budget & Management	Merlen P. Munoz	07/01/2011 10:58 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/01/2011 11:06 AM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 06/30/2011 04:10 PM

Final Approval Date: 07/01/2011

EXHIBIT A

REQUIREMENTS/TERMS AND CONDITIONS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE SERVICES FOR ADOLESCENTS"

RFQ NO: 2011-141-06-15CGA

Hidalgo County (hereinafter referred to as "COUNTY") is inviting statements of qualifications from qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents" for a period of one (1) year with the County's option to renew/extend two (2), one (1) year extensions, at the same rate, terms and conditions. Hidalgo County is seeking to enter into an Operational Lease/Agreement(s) with state-registered (Texas) firm (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Substance Abuse Treatment and Primary Care Services for Adolescents"-Request for Qualifications"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, June 15, 2011. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2011-141-06-15CGA

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, June 1, 2011 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO:** cris.villarreal@co.hidalgo.tx.us Responses will be sent to all applicants via facsimile by Friday, June 3, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Hidalgo County Health and Human Services is seeking to contract with a qualified firm(s) for "Substance Abuse Treatment and Primary Care Services for Adolescents". Please refer to the **"Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria"** for further requirements regarding detailed information.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by the State of Texas, and Hidalgo County that you possess that deem you as a qualified provider. The qualified firm/provider(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

If the firm/provider cannot meet any of the following services/responsibilities, such exception must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County Health and Human Services (HCHHS) is requesting statements of qualifications from experienced, qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents". Please refer to the **"Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria"** for further requirements regarding detailed information.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: Hidalgo County will discuss this during the negotiation process.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:
The RFQ shall be submitted according to the schedule below. The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of

Commissioner's Court a presentation may be requested form the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the SOQs received in response to this Hidalgo County request for qualifications.

(B) After the SOQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Statement of Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. **Participant proposed services In Lieu of operational facility and amenities. (40)**
- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.

B. Program Design (20)
- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this RFQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

C. Participant's Experience (20)
- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

D. **Participant's Operations Plan and Budget (20)**
- Required to be submitted;
- In compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to commence stage of the negotiation process including a lease fee. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES:
Any contract awarded to a successful proposer will be in effect until (a) the contract expires,

AI-27359 **17.B.1.**

Bid award recommendation for: Pct. 2 -Road and Drainage Construction of El Gato Road Improvements

CC REGULAR

Date:	07/05/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Recommendation by project engineer R. Gutierrez Engineering, Corporation, for Hidalgo County Commissioners Court to award to the lowest bidder meeting all specifications: Asago LLC dba Asago Construction Company in the amount of $643,798.80 for Bid No. 2011-161-06-29-MSS -Hidalgo County Precinct No. 2 -“Road and Drainage Construction of El Gato Road Improvements".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-051-0-731

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

BUDGETARY IMPACT:

available balance as of 06/30/11.

Attachments

Link: Engineers' Award Recommendation & Backup

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/30/2011 10:47 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 10:53 AM	APRV
3	Roland Garcia	Rolando Garcia	06/30/2011 01:56 PM	APRV
4	Auditor's Office	Linda Fong	06/30/2011 02:56 PM	APRV

Form Started By: Moises Salazar Started On: 06/30/2011 08:11 AM

Final Approval Date: 06/30/2011

R. Gutierrez Engineering Corporation

June 29, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Recommendation for Award of Contract – El Gato Road – Roadway & Drainage Improvements
Project No. ENG09.22A

Dear Commissioner Palacios:

On Wednesday, June 29, 2011, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Five (5) bids were received for this project. The low responsive bid was for **$643,798.80**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **Asago LLC dba Asago Construction Company** from Mission, Texas, in the amount of **$643,798.80**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Attach

cc: Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

PLAN HOLDERS LIST

Road & Drainage Construction of El Gato Road Improvements (Hidalgo County Pct. 2)

Bid Number: 2011-161-22-11-MSS

ENG09.022A

Prebid Conf.: Tuesday, June 21, 2011 @ 2:30 p.m.

Deposit Amount: $100.00

Location: Hidalgo County Purchasing Conference Room, 2812 S. Business Hwy 281, Edinburg, TX 78539

Bid Opening: Wednesday, June 29, 2011 @ 9:30 a.m.

Location: Hidalgo County Purchasing Department Conference Room, 2802 S. Business Hwy 281, Hidalgo County New Adminstration Building, Edinburg, TX 78539

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum 1	2	3	4	5	Date Issued	Deposit Check	Cash	N.A.
1	R. Gutierrez Engineering Corp.	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782-2557	956-782-2558	e					14-Jun			x
2	Hidalg County Precinct #2	Commissioner Palcios	300 W. Hall Acres	Pharr	TX	78577	956-787-1891		e					14-Jun			x
3	JM Construction	Juan Medoza	3701 Jade St	Weslaco	TX	78596	956-565-5222	956-5614-4955	e					21-Jun	x		
4	Asago Construction, LLC	Raul Iglesias	2113 Pecos	Mission	TX	78572	956-607-0741	956-585-7040	e					20-Jun	x		
5	OG Construction	Omar Garcia	222 W. University	Edinburg	TX	78539	956-292-0008	956-668-1333	e					17-Jun	x		
6	Sascon	Jason Skloss	5200 N. 26th Street	McAllen	TX	78504	956-607-6005	956-682-2542	e					14-Jun	x		
7	IOC Company	Ernie Villarreal	9312 E. Curve Rd	Edinburg	TX	78542	956-380-2897	956-380-4085	e					21-Jun	x		
8	A.G.C.	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174	e					20-Jun	x		
9	Total Commitment / Rigney	Armando Gutierrez	11435 N. Bryan Rd	Mission	TX	78573	956-519-7111	956-519-7750	e					22-Jun	x		
10	D & D Paving & Utilities	Danny Reyna	702 W. Expwy	Weslaco	TX	78596	956-968-6829	956-969-9634	p					27-Jun	x		
11	Saenz Utility Contractors	Pedro Saenz	22290 N. FM88	Edcouch	TX	78538	956-262-8506	956-262-6493	p					27-Jun	x		
12																	
13																	
14																	
e	AMTEK	John Rugh	7801 N. Lamar, Ste. A137	Austin	TX	78752	512-323-0508	512-323-0920	e					20-Jun	Electronic Copy Only		
e	Virtual Builder's Exchange	Edith Carmona	4047 Naco-Perrin Suite 100	San Antonio	TX	78217	210-564-6900	210-564-6902	e					20-Jun	Electronic Copy Only		

Email Addresses

1	office@rgutierrezengineering.com	9	totalcommitmentllc@yahoo.com
2	raul.lozano@co.hidalgo.tx.us / moises.salazar@co.hidalgo.tx.us	10	dreyna2148@yahoo.com
3	gabriel@jmconstructiontx.com	11	saenzutilites@yahoo.com
4	asago@rgv.rr.com	12	
5	omar@ogbuild.com	13	
6	sascon@aol.com	14	
7	ernie@ioccompany.com	15	austinplanroom@amtekusa.com
8	sanjuana@rgvagc.org	16	edith@virtualbx.com

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County Precinct No. 2

BID OPENING DATE: JUNE 29, 2011 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hidalgo County Precinct No. 2 –Road and Drainage Construction of El Gato Road Improvements"

BID NO: 2011-161-06-29-MSS

No.	NAME OF COMPANY	BASE BID	BID BOND	ADDENDUM NO. 1
1.	Asago Construction - Division Tx	$643,798.80/xx	✓	✓
2.	Cavo Utility Contractors	$881,717.55/xx	✓	✓
3.	I.D.C.	$774,100.44/xx	✓	✓
4.	D K III Hornback L.L.C.	$665,567.75/xx	✓	✓
5.	Sasco Inc.	$824,211.55/xx	✓	✓
6.				
7.				
8.				

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-11-XXX-XX-XX

This Agreement, entered into this ___day of _____, 2011 by and between Hidalgo County (hereinafter called the "OWNER," and, _____(CONTRACTOR)_____. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HIDALGO COUNTY PRECINCT #2 ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS

Hereinafter called the project, for the sum of _____ and Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2011.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2011, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

AI-27375 **17.B.2.**

Approval of Change Order No.2 Mission Paving Company, Inc for Tower Road Phase II Road & Drainage Improvement Project

CC REGULAR

Date: 07/05/2011
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Pct. #2
Requesting approval of Change Order No.2 an increase in contract time of 30 calendar days with Mission Paving Company, Inc. (Contract #C-10-363-01-11) in connection with the construction of Tower Road Phase II Road and Drainage Improvements Project due to inclement weather and delay of constuction by County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1342-431-00-122-049-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Reference: PO#653954

Substantial Completion : from 120 days to 150 days. No Change in contract price.

Attachments

Link: Change Order #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	07/01/2011 08:45 AM	APRV
2	Budget & Management	Merlen P. Munoz	07/01/2011 08:57 AM	APRV
3	Roland Garcia	Rolando Garcia	07/01/2011 09:04 AM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/30/2011 04:52 PM

Final Approval Date: 07/01/2011

CHANGE ORDER NUMBER TWO (2)

Project: **TOWER ROAD PHASE 2 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 7/5/2011 EFFECTIVE DATE: 6/30/2011

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-10-363-01-11

CONTRACTOR: Mission Paving Company, Inc.
P.O. Box 949
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You ar directed to make the following changes in the Contract Documents.

Description:
1. Change of construction time.
2.
3.
4.
5.
6.
7

Reason for Change Order:
1. Inclement weather and delay of construction by County.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 285,312.10		Original Contract Time for Substantial Completion:	120 calendar days or dates
Net Changes from previous Change Order $ 23,567.59		Net Change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 308,879.69		Contract Time prior to this Change Order Substantial Completion:	120 calendar days or dates
Net Increase(decrease) of this Change Order $ -		Net Increase(decrease) of this Change Order	30 calendar days
Contract Price with all approved Change Orders $ 308,879.69	Net % increase(decrease)from original contract price. 8.26%	Contract Time with all approved Change Orders Substantial Completion:	150 calendar days or dates

RECOMMENDED:
By: _____ PE
Enigineer (Authorized Signature)
Date: 06/30/11

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 6-30-11

Exhibit E-B

AI-27358 **17.C.1.**

Pct. 3 Solar Powered Lighting for Parks. Substantial Completion and Final Payment Application (Release Retainage) .

CC REGULAR

Date:	07/05/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Prct. 3

Information

CAPTION

Requesting acceptance & approval of Certificate of Substantial Completion, and Application for Payment (Retainage Release) in the amount of $40,860.40 from Facilities Solutions Group (contracted vendor) for "Hidalgo County Precinct No. 3 -Solar Powered lighting for parks" (EECBG Project) and as certified for payment by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department with authority for auditor to issue payment after review, audit and processing procedures completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1287-206-00-000-004-0000

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

BUDGETARY IMPACT:

Attachments

Link: Final Pymt Appln

Link: Certificate of Substantial Completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	06/30/2011 08:01 AM	APRV
2	Perla Lopez	Angela Garcia	06/30/2011 08:07 AM	APRV
3	Purchasing Department	Nielda Cavazos	06/30/2011 01:50 PM	APRV
4	Auditor's Office	Linda Fong	06/30/2011 02:56 PM	NEW-R

Form Started By: Moises Salazar Started On: 06/29/2011 05:43 PM

Final Approval Date: 07/01/2011

O:
Hidalgo [redacted]y Facilities Mgmt
P.O. Box 1356
Attn: Accounts Payable
Edinburg, TX 78539

ROM:
FSG Electric
4401 Westgate #310
Austin, Texas 78745

PROJECT: Hidalgo County Precinct 3

VIA ARCHITECT:

SIGN:
REQ# 184954
PO# 648916

APPLICATION NO: 79782
PERIOD TO: 04/30/11
PROJECT NOS.:

CONTRACT DATE: 12/10/10

Distribution to:
[ ] OWNER
[ ] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

ONTRACT FOR:

740525

ONTRACTOR'S APPLICATION FOR PAYMENT

pplication is made for Payment, as shown below, in connection
ith the Contract.
chedule of Values is attached.

. ORIGINAL CONTRACT SUM		$ 408,604.00
. NET CHANGE BY CHANGE ORDERS		$ 0.00
. CONTRACT SUM TO DATE (line 1 + 2)		$ 408,604.00
. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)		$ 408,604.00
. RETAINAGE:		
a. 0.00% of Completed Work (Column D + E on Schedule of Values)	$ 0.00	
b. 0% of Stored Material (Column F on Schedule of Values)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of Schedule of Values)		$ 0.00
. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 408,604.00
. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 367,743.60
. CURRENT PAYMENT DUE		$ 40,860.40
. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

HANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
otal changes approved in previous onths by Owner	0.00	0.00
otal approved this Month	0.00	0.00
OTALS	0.00	0.00
ET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: FSG Electric

By: _____ Date: 4-29-11

State of: Texas County of: Travis
Subscribed and sworn to before me this 29th day of April 2011

Notary Public: _____
My Commission expires

ROSERIE RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
January 19, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____
(Attach explanation if the amount certified differs from the amount applied for in Line 8. Initial all figures on this Application and on the Schedule of Values that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: 5/11/2011

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INVOICE RECEIVED BY
[redacted] ON 5/19/11
GOODS/SERVICES RECEIVED BY
Mrs Lewis ON 5/31/11

1-1287-452-0423-046-3-739

APPLICATION NUMBER: 79782
APPLICATION DATE: 04/29/11
PERIOD TO: 04/30/11
ARCHITECT'S PROJECT NO.:

Use Column I on Contracts where variable retainage for line items may apply.

(A) ITEM NO.	(B) DESCRIPTION OF WORK	(C) SCHEDULED VALUE	(D) WORK COMPLETED PREVIOUS APPLIC. (D+E)	(E) WORK COMPLETED THIS PERIOD	(F) MATERIALS PRESENTLY STORED (NOT IN D OR E)	(G) TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G) % (G/C)	(H) BALANCE TO FINISH (C-G)	(I) RETAINAGE
10	Original Contract	408,604.00	408,604.00	0.00	0.00	408,604.00	100.00	0.00	0.00
	JOB TOTALS:	408,604.00	408,604.00	0.00	0.00	408,604.00	100.00	0.00	0.00

CONTINUATION SHEET

FSG–Electric

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items r

Hidalgo county
724 N. Breyfogle
Mission, TX 78574
Po# 648416

Schedule of Values: 3
Schedule Date 03/29/11

A		B	C	D	E	F	G	H	I	J
ITEM NO.		DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE 10% of Total Completed
				PREVIOUS APPLICATIONS	THIS PERIOD					
1		Light fixtures	330,279.00	330,279.00	0.00	0.00	330,279.00	100%	0.00	33,027.90
2		Light and Pole installation	78,325.00	78,325.00	0.00	0.00	78,325.00	100%	0.00	7,832.50
3			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
4			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
5			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
6			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
7			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
8			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
9			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
10			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
11			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
12			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
13			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
14			0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
15		Total	**408,604.00**	**408,604.00**	**0.00**	**0.00**	**408,604.00**		**0.00**	**40,860.40**

Hidalgo County Precinct #3
May 19, 2011
1-1287-452-00-123-086-3-

Attn: Katie Davis

Vendor	Date	Invoice #	Req.	P.O.	Obj.	Amt.
Facility Solutions Group	2/28/2011	78792	184954	648416	739	$ 128,710.26
Facility Solutions Group	3/31/2011	79316	184954	648416	739	$ 154,452.31
Facility Solutions Group	4/30/2011	79779	184954	648416	739	$ 29,419.49
Facility Solutions Group	4/30/2011	79782	184954	648416	739	$ 40,860.40
		PAID MAY 31 2011				
						$ 353,442.46

Certificate of Substantial Completion

PROJECT:	**PURCHASE AND INSTALLATION OF SOLAR POWERED LIGHTING FOR PARKS**
PROJECT NUMBER:	**290-08-COUNTY PO 648416**
OWNER:	**HIDALGO COUNTY PRECINCT NO. 3**
CONTRACTOR:	**FACILITY SOLUTIONS GROUP, INC.**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Raul E. Sesin, P.E.		06-27-11
Engineer	By	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by April 22, 2011.
Date

Facility Solutions Group, Inc.		
Contractor	By	Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on 4-22-11.
Date

Hidalgo County Precinct No. 3		06-27-11
Owner	By	Date

AI-27345 **17.C.2.**

Requesting Approval of Invoice No. 11010028a for Cook-Joyce, Inc.
CC REGULAR

Date:	07/05/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting acceptance and approval of invoice no. 11010028a in the amount of $18,565.44, from contracted vendor, Cook-Joyce, Inc. in connection with services rendered prior to approval of Amendment No. 2 (CC 12/30/10) so as to have Hidalgo County stay in compliance with regulations and meet deadlines required by Texas Commission of Environmental Quality (TCEQ) in order to have Auditor process and County Treasurer issue payment/check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-432-00-123-001-0-334

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

BUDGETARY IMPACT:

Available funds in P.O. #604209 as of 6/30/11 are $58,761.08.

Attachments

Link: C-08-222-05-19

Link: Invoice No. 11010028a

Link: Purchase Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/29/2011 04:21 PM	APRV
2	Budget & Management	Merlen P. Munoz	06/29/2011 04:25 PM	APRV
3	Perla Lopez	Perla Lopez	06/30/2011 11:09 AM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Rocio Villarreal — Started On: 06/29/2011 01:50 PM

Final Approval Date: 07/01/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND COOK-JOYCE, INC.

This AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY** (the "County"), and **COOK-JOYCE, INC.** (the "Company") is entered into between the parties effective this 7th day of **December 2010**.

WHEREAS, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas Landfill (the "Agreement")

WHEREAS, Company completed portions of the engineering services however County's scope of the future use of Hidalgo County Precinct 3 Penitas Landfill (the "Landfill") has changed to encompass such modified scope of the Landfill; and

WHEREAS, the County desires to modify the scope of work in Exhibit A, to the Agreement to encompass such modified scope of the Landfill

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to modify the tasks to be performed under the Agreement effective as of the date hereof:

1. Exhibit A to the Agreement is deleted in its entirety and the attached Exhibit A is inserted in lieu thereof.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12/30/2010

ATTEST:

Arturo Guajardo, Jr., County Clerk

COOK-JOYCE, INC.

Stephen L. Cook, P.E., President

Approved as to Form:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

COOK-JOYCE INC.
ENGINEERING AND CONSULTING
812 WEST ELEVENTH
AUSTIN, TEXAS 78701-2000
(512) 474-9097 FAX (512) 474-8463

EXHIBIT "A"

November 19, 2010

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Landfill Engineering Services Contract No. 10065.01

Dear Commissioner Flores:

I am pleased to provide you with this proposal to continue providing engineering services that support the operation, development and phased closure of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill update the Site Operating Plan and amend its design to continue operations for approximately five more years. Additionally, the landfill must continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill. A budget amount of $89,750 is proposed to provide the engineering services and construction quality assurance described below. This work is a continuation of services initiated during the current Professional Services Agreement No. 05026.05, as amended in November 3, 2009.

The rate of waste received at the landfill is variable and a specific projection of the remaining life of the landfill and associated completion date for engineering services cannot be made. Future work, therefore, will continue until work tasks have been accomplished or the budget exhausted.

SCOPE OF WORK

Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County desires to amend the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging c osure construction tasks. This engineering work for a permit amendment application was initiated in 2010 and will be completed for submittal to TCEQ. All requirements of 30 TAC Chapter 330, Subchapter B must be updated in the Application as well as the Site Operating Plan described in Subchapter D. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the $62,500 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

Task 2 –Construction Quality Assurance for Landfill Final Cover

As portions of the landfill are brought up to design elevations by disposal operations, Precinct 3 forces or contractors will begin installing compacted clay cover over landfilled waste as required by the permit. The potential for this work has been coordinated with other County earthwork projects which may have soil available for the landfill cover project.

CJI will provide construction quality assurance observation and a Construction Certification Report for this work. As required by TCEQ, the Report will be sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the soil compaction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 9 days over 4 work periods is included for this task.

The budget for this work task is $20,250.

Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests nclude:

- field moisture and density tests (a maximum of 8 testing trips)
- permeability tests of shelby tube samples (a maximum of 4 tests)
- sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)

- Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is $7,000. Additional sampling requirements may require an amendment to the budget.

PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in the Professional Services Agreement. As in the past, surveying which may be needed during the work will be provided by a surveying company under separate contract to the County. The duration of this scope of work is expected to extend until work on all tasks has been accomplished. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate your consideration of this scope of work. It is a pleasure to assist you with the landfill operations and development. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.
President

BD:nn

AI-24541 **8.A.**

Requesting approval of Amendment No. 2 with Cook-Joyce
CC CONSENT

Date: 12/30/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of an Amendment No. 2 to current agreement between Hidalgo County and Cook-Joyce for the provision of engineering services in connection with Precinct # 3's Penitas Landfill to reflect the continuation of the scope of work.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds as of 12/22/10; pending approval of Intradepartmental Transfer.
Refer to AI - 24573 (12/30/10 CC).

Attachments

Link: Cook-Joyce Contract
Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/21/2010 03:50 PM	APRV
2	Budget & Management	Erika Zamora	12/21/2010 04:42 PM	APRV
3	Perla Lopez	Perla Lopez	12/22/2010 11:31 AM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 11:35 AM	APRV
7	Perla Lopez	Perla Lopez	12/22/2010 03:32 PM	APRV

Form Started By: Nielda Cavazos Started On: 12/21/2010 01:27 PM
Final Approval Date: 12/22/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND COOK-JOYCE, INC.

This AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY, TEXAS** ("County") and **COOK-JOYCE, INC** (the "COMPANY") is entered into between the parties effective this 3 day of November 2009.

WHEREAS, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas landfill (the "Agreement")

WHEREAS, the Company desires to correct errors in Exhibit A to the Agreement provided by the Company.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement.

1. Exhibit A to Agreement is deleted in its entirety and the attached Exhibit A is inserted in lieu thereof:

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COOK-JOYCE, INC.

Stephen L. Cook, P.E., President

HIDALGO COUNTY

Juan de Dios (J.D.) Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

COOK-JOYCE INC.
ENGINEERING AND CONSULTING
812 WEST ELEVENTH
AUSTIN, TEXAS 78701-2000
(512) 474-9097 FAX (512) 474-8463

EXHIBIT "A"

October 2, 2009

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Landfill Engineering Services Contract No. 05026.05 (May 5, 2008) - Amended

Dear Commissioner Flores:

I am pleased to provide you with this contract amendment to continue providing engineering services that support the operation, development and closure of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill (Contract No. 05026.05). The contract's original budget amount of $76,700 is proposed to provide the engineering services and construction quality assurance described below. The rate of waste received at the landfill is variable, and a specific projection of the remaining life of the landfill and associated completion date for engineering services cannot be made. Thus, work under this contract will begin May 1, 2008 and continue until work tasks have been accomplished.

SCOPE OF WORK

Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County may desire to modify the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. A basic permit modification or amendment application to TCEQ may be initiated under this

EXHIBIT "A"

Task. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the $40,200 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

Task 2 –Construction Quality Assurance for Landfill Final Cover

During late 2001, Precinct 3 forces began installing compacted clay cover over landfill Cells F and G. In the upcoming months, additional clay cover and seeding may be installed to complete final cover for other portions of the landfill. The potential for this work has been coordinated with other County earthwork projects that may have soil available for the landfill cover project. As required by TCEQ, a Final Cover Evaluation Report will be produced for this work, sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the remaining construction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 18 days over 8 work periods is included for this task.

The budget for this work task is $28,500.

Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

$ field moisture and density tests (a maximum of 6 testing trips)

$ permeability tests of shelby tube samples (a maximum of 4 tests)

$ sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)

$ Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is $8,000. Additional sampling requirements may require an amendment to the budget.

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in Professional Services Agreement No. 05026.05. As in the past, surveying which may be needed during the work will be provided by a surveying company under separate contract to the County. The duration of this scope of work is expected to extend until work on all tasks has been accomplished. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate your consideration of this amendment to the duration of this contract. It is a pleasure to assist you with the landfill operations and development. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.
President

BD:nn

PROFESSIONAL SERVICES AGREEMENT No. 05026.05

This Agreement is by and between Hidalgo County **(Client)** and Cook-Joyce, Inc. **(The Engineer)** who agree as follows: Client hereby engages The Engineer to perform the services described in Part I ("Services") and The Engineer agrees to perform the Services for the compensation set forth in Part III. The Engineer shall be authorized to commence the Services upon execution of this Agreement. Client and The Engineer agree that this agreement and attachments referred to herein, constitute the entire agreement between them relating to the Project ("Agreement").

Project: Precinct 3-Peñitas Landfill Engineering Services

Location: Hidalgo County Precinct 3 – Peñitas Landfill

Job No.: 05026.05

Start Date: Work conducted under this contract will begin on May 1, 2008.

I. COOK-JOYCE, INC.'s RESPONSIBILITIES: The Engineer shall perform or furnish the services described under this Agreement which are more particularly described in the May 5, 2008 proposal letter contained in Exhibit "A".

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services.

1. INFORMATION/REPORTS: Furnish The Engineer with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, The Engineer may rely upon Client-furnished information without independent verification in performing the Services.

2. REPRESENTATIVE: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services.

3. DECISIONS: Provide all criteria and full information as to Client requirements for the Project, obtain (with The Engineer's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow The Engineer to perform the Services.

III. COMPENSATION, BILLING, AND PAYMENT: Client shall pay The Engineer for Services in accordance with the following Billing Schedule.

1. SERVICES: X — Hourly Rates and Expenses not to Exceed a Maximum Fee of $76,700, including all expenses, reimbursable expenses and all other fees arising under this Agreement
(Engineer's Hourly Billing Rate Schedule is attached as Exhibit "B")

2. REIMBURSABLE EXPENSES: As referenced above in Section III.1.

3. PAYMENTS: Billings for services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. The Engineer reserves the right to suspend work should invoices not be paid within the stated terms.

IV. STANDARD TERMS AND CONDITIONS:

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice

ordinarily exercised under similar circumstances by engineers experienced in the scope of work herein classified within the State of Texas.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual, regulatory or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, The Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than The Engineer's employees.

4. **DELAYS.** If events beyond the control of Client or The Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, The Engineer shall be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay The Engineer for all Services at the rates as described in III.1 above rendered prior to termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by The Engineer is supplied for the general guidance of the Client only. Since The Engineer has no control over competitive bidding or market conditions, The Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. **RELATIONSHIP WITH CONTRACTORS.** The Engineer shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but The Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected by Client's contractors.

8. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize The Engineer to execute such documents as Client's agent. Client waives any claim against The Engineer and agrees to defend, indemnify, and save The Engineer harmless from any claim or liability for injury or loss arising from The Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.

9. **ACCESS.** Client shall provide The Engineer access to any premises necessary for The Engineer to provide the Services.

10. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by The Engineer

for the specific purpose intended, shall be at the Client's risk.

11. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

12. INSURANCE. The Engineer and its subcontractors will maintain insurance coverage for Professional Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts as specified in Exhibit "C", "Insurance Requirements". Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include the Engineer as an additional insured on its policies relating to the Project. The Engineer's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

13. DISPUTE RESOLUTION. In the event any actions are brought, this agreement shall be governed by the laws of the State of Texas and shall be performed in Hidalgo County. Engineer submits to the Jurisdiction of State Courts sitting in Hidalgo County for resolution of any and all claims arising out of or connected with this agreement.

14. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

15. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

16. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

17. 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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to The Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1995)

APPROVED FOR HIDALGO COUNTY

By: _____
County Judge J.D. Salinas

Attest: _____
County Clerk

Date: _____

APPROVED FOR COOK-JOYCE, INC.

By: _____
Stephen L. Cook, P.E.
President

Date: 5/5/08

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

HIDALGO CO\FINAL\5026.05\
C080505_CONTRACT.DOC

COOK-JOYCE INC.
ENGINEERING AND CONSULTING
812 WEST ELEVENTH
AUSTIN, TEXAS 78701-2000
(512) 474-9097 FAX (512) 474-8463

EXHIBIT "A"

5 May 2008

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Landfill Engineering Services Contract

Dear Commissioner Flores:

I am pleased to provide you with this proposal to continue providing engineering services that support the operation and development of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill. A budget amount of $76,700 is proposed to provide the engineering services and construction quality assurance described below. Work under this contract will begin May 1, 2008.

SCOPE OF WORK

Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County may desire to modify the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. A basic permit modification or amendment application to TCEQ may be initiated under this Task. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

EXHIBIT "A"

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the $40,200 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

Task 2 –Construction Quality Assurance for Landfill Final Cover

During late 2001, Precinct 3 forces began installing compacted clay cover over landfill Cells F and G. In the upcoming months, additional clay cover and seeding may be installed to complete final cover for other portions of the landfill. The potential for this work has been coordinated with other County earthwork projects that may have soil available for the landfill cover project. As required by TCEQ, a Final Cover Evaluation Report will be produced for this work, sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the remaining construction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 18 days over 8 work periods is included for this task.

The budget for this work task is $28,500.

Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

- field moisture and density tests (a maximum of 6 testing trips)
- permeability tests of shelby tube samples (a maximum of 4 tests)
- sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
- Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is $8,000. Additional sampling requirements may require an amendment to the budget.

PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in Professional Services Agreement No. 05026.05. As in the past, surveying which may be needed during the work will be provided

EXHIBIT "A"

by a surveying company under separate contract to the County. The duration of this scope of work and budget is expected to extend through at least May 2009. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate the opportunity to propose this scope of work to assist you with the landfill operations. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.
President

BD:nn

EXHIBIT "B"

RATE SCHEDULE
PROJECT 05026.05 – HIDALGO COUNTY
SERVICES RENDERED THROUGH 31 DECEMBER 2008

PERSONNEL

Services of CJI personnel will be billed at the following hourly rates:

Principal	$ 165.00
Associate/Senior Project Staff	125.00
Project Staff V	110.00
Project Staff IV	95.00
Project Staff III	80.00
Project Staff II	70.00
Project Staff I	60.00
Technician III	60.00
Technician II	50.00
Technician I	40.00
Administrative Support III	50.00
Administrative Support II	40.00
Administrative Support I	30.00

UNIT COST ITEMS

Mileage for project-related travel is charged at the prevailing IRS reimbursement rate. Domestic, long-distance telephone service is charged at $0.25 per minute. In-house printing and copying is charged at $0.10 per letter size image for non-color prints. Color printing is charged at $1.00 per letter size image. Use of certain CJI-owned field equipment is charged at hourly, daily, or monthly rates; a detailed quotation will be provided upon request.

REIMBURSABLE EXPENSES

Expenses which CJI directly incurs either in the performance of its services or in order to perform its services are charged to THE CLIENT at actual cost plus 15 percent. These include, but are not limited to, travel expenses, expendable supplies, rented or leased equipment, outside duplication service, subconsultants, and subcontractors.

PAYMENT

Invoices are submitted monthly for all services rendered during the previous month. Payment must be received at CJI's Austin office within thirty (30) days of the invoice date. Attorneys' fees or other costs incurred in collecting delinquent amounts shall be paid by the Client.

AI-9322 **19.D.1.**

Approval to execute agreement for Cook-Joyce
CC REGULAR

Date: 05/19/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a professional engineering services with Cook-Joyce, for the "Precinct No. 3 Penitas Landfill" as authorized & approved for negotiations by CC on 05/06/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-123-001-0-334
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$58,078.57 available as of 05/15/08

$18,621.43 pending approval of AI 9312

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/15/2008 10:45 AM	APRV
2	Budget & Management	Dina Trevino	05/15/2008 11:19 AM	APRV
3	Erika Reyna	Erika Reyna	05/15/2008 01:46 PM	APRV
4	Auditor's Office		05/15/2008 05:11 PM	NEW

Form Started By: Rocio Villarreal Started On: 05/13/2008 04:02 PM
Final Approval Date: 05/15/2008

COOK-JOYCE INC.
ENGINEERING AND CONSULTING
812 WEST ELEVENTH
AUSTIN, TEXAS 78701-2000
(512) 474-9097 FAX (512) 474-8463

MEMORANDUM

TO: Norma Ceballos, Rocio Villarreal

CC: Mona Parras

FROM: Brian Dudley, P.E.

DATE: 17 March 2011

SUBJECT: Cook-Joyce Inc. (CJI) Split Invoices, September- December 2010

Attached are two invoices for work performed during September – December 2010. As Ms. Villarreal requested, we have split the invoices to reflect charges incurred before and after the December 7, 2010 Commissioners Court approval date of the current contract amendment.

CJI work continued during the Fall of 2010 while the Engineering Services Agreement was being amended and extended. The work was essential to stay in compliance with State Solid Waste Regulations and meet deadlines required by the Texas Commission on Environmental Quality (TCEQ). Work included:

1. A permit modification for the landfill Site Operating Plan had been submitted during the Summer and was under consideration by TCEQ. TCEQ produced comments on September 23 which required correspondence and resubmittal of the plans within 30 days;

2. A Subsurface Boring Plan had been coordinated with TCEQ as part of the landfill expansion Permit Amendment. To meet permit amendment sequencing requirements, it was submitted to TCEQ on September 27;

3. Methane monitoring must be conducted quarterly to stay in compliance with regulations, and it was conducted on September 16;

4. On September 23, the TCEQ had directed that the Tire Baling Facility apply for a Registration to comply with new regulations. This Application was prepared and then submitted to TCEQ on December 10; and

5. With the landfill almost full, County landfill supervisors required guidance on locations and elevations of waste placement. Some parts of the landfill redesign work needed to continue in order to provide this guidance for waste placement that would be compatible with the landfill expansion.

Cook-Joyce, Inc
812 W 11th Street
Austin, TX 78701-2000

Commissioner Joe Flores
c/o Elva Borrego
Hidalgo County Precinct 3
P.O. Box 607
Mission, TX 78573

Invoice number 11010028a
Date 02/01/2011

Project **10065 Hidalgo Country Pct 3 Landfill**

Professional Services Provided from September 1 thru December 6, 2010

Landfill Engineering

01 Engineering Services

Labor

	Hours	Billed Amount
Project Staff I	13.00	780.00
Project Staff II	116.50	8,155.00
Project Staff IV	14.00	1,330.00
Senior Project Staff	56.00	7,000.00
Technician III	20.00	1,200.00
Labor subtotal	219.50	18,465.00

Reimbursable

	Units	Rate	Billed Amount
Plots-B&W	40.00	0.154	6.16
Copies	257.00	0.10	25.70
Color Copies	47.00	1.00	47.00
Mileage	23.00	0.50	11.50
Publications/Maps			2.88
Telephone	28.80	0.25	7.20
Reimbursable subtotal			100.44
Phase subtotal			18,565.44
Invoice total			**18,565.44**

This invoice includes work performed during a portion of September through December 6, 2010. The continuation of the work was essential to stay in compliance with regulations and meet deadlines required by TCEQ. The work included preparation and submittal of the following to TCEQ:

- *Landfill Site Operating Plan (SOP) comments were received from TCEQ on Sept 23, a response extension was submitted on Oct 22, and a revised SOP was submitted on December 6.*

- *A landfill Boring Plan was submitted on Sept 27 and approved by TCEQ.*

- *Additional work included redesign of the landfill to increase operating life, preparation of the associated permit amendment document, acquire the IWBC Endangered Species Assessment, revise the landfill Gas Plan, Drainage and Erosion Plans, Closure/Post-closure Plans, produce landfill drawings, develop agency coordination letters and land use/ownership information.*

- *A site visit to the landfill occurred on Sept 16 to conduct quarterly methane testing, provide operating guidance, and obtain signatures for TCEQ submittals.*

This invoice covers time and expenses detailed on the attached project billing report. If you have any questions, please call Brian Dudley at (512) 474-9097.

THANK YOU, Brian Dudley

Billing Report

10065 Hidalgo Country Pct 3 Landfill

01 01 Engineering Services

Phase Status: Active

Billing Cutoff: 12/06/2010

	Date	Units	Rate	Amount
Labor WIP Status: Billable				
Project Staff I				
Nancy Neuse				
692 Word Processing	09/19/2010	0.25	60.00	15.00
letter				
692 Word Processing	09/26/2010	0.25	60.00	15.00
letter				
692 Word Processing	09/30/2010	7.25	60.00	435.00
Letter, operating plans for amendment				
692 Word Processing	10/03/2010	1.00	60.00	60.00
documents				
692 Word Processing	10/10/2010	4.00	60.00	240.00
new doc creation - fresh type				
692 Word Processing	11/07/2010	0.25	60.00	15.00
new doc creation - fresh type				
	Subtotal	**13.00**		**780.00**
Project Staff II				
Jennifer Locke				
485 Professional Services	09/12/2010	0.75	70.00	52.50
485 Professional Services	09/30/2010	26.50	70.00	1,855.00
permit amendment - TCEQ meeting				
485 Professional Services	10/03/2010	7.25	70.00	507.50
Permit amendment - TCEQ meeting				
485 Professional Services	10/10/2010	25.00	70.00	1,750.00
Permit amend - TCEQ meeting				
485 Professional Services	10/17/2010	32.00	70.00	2,240.00
Permit amendment application				
485 Professional Services	10/24/2010	16.50	70.00	1,155.00
Permit amendment app, SOP extension, drainage report				
485 Professional Services	10/31/2010	1.00	70.00	70.00
permit amend app, SOP extension, drainage report				
485 Professional Services	12/05/2010	7.50	70.00	525.00
SOP NOD response, Tire Registration				
	Subtotal	**116.50**		**8,155.00**
Project Staff IV				
Kevin Lonseth				
429 Permit, Support	09/26/2010	12.00	95.00	1,140.00
Permit amendment				
429 Permit, Support	09/30/2010	2.00	95.00	190.00
Boring Plan				
	Subtotal	**14.00**		**1,330.00**
Senior Project Staff				
Brian Dudley				
485 Professional Services	09/26/2010	2.00	125.00	250.00

Billing Report

10065 Hidalgo Country Pct 3 Landfill

01 01 Engineering Services

Phase Status: Active

Billing Cutoff: 12/06/2010

	Date	Units	Rate	Amount
Labor WIP Status: Billable				
Senior Project Staff				
Brian Dudley				
TCEQ fee, boring plan, draft application				
485 Professional Services	09/26/2010	2.00	125.00	250.00
TCEQ fee, boring plan, draft application				
485 Professional Services	09/30/2010	17.00	125.00	2,125.00
boring plan, draft application				
485 Professional Services	10/03/2010	5.00	125.00	625.00
Boring Plan, draft application				
485 Professional Services	10/10/2010	13.00	125.00	1,625.00
Draft application				
485 Professional Services	10/17/2010	1.00	125.00	125.00
draft application				
485 Professional Services	10/24/2010	3.00	125.00	375.00
SOP response extension letter				
485 Professional Services	10/31/2010	1.00	125.00	125.00
Use of sand from park at landfill				
485 Professional Services	11/07/2010	3.00	125.00	375.00
Boring plan approval, contract amendment				
485 Professional Services	11/14/2010	2.00	125.00	250.00
SOP modification, contract amendment				
485 Professional Services	11/21/2010	1.00	125.00	125.00
recycling at landfill analysis, 2011 scope of work				
485 Professional Services	11/28/2010	1.00	125.00	125.00
2011 scope of wk and contract renewal				
485 Professional Services	11/30/2010	1.00	125.00	125.00
2011 scope of wk and contract renewal				
485 Professional Services	12/05/2010	3.00	125.00	375.00
SOP Update				
	Subtotal	**55.00**		**6,875.00**
Ed Hughes				
485 Professional Services	09/19/2010	1.00	125.00	125.00
Water well data search				
	Subtotal	**1.00**		**125.00**
Technician III				
Steven Berridge				
138 Drafting	09/26/2010	4.00	60.00	240.00
site maps				
138 Drafting	09/30/2010	3.00	60.00	180.00
Site maps, cross sections				
138 Drafting	10/10/2010	8.50	60.00	510.00
Revisions				
138 Drafting	10/17/2010	4.50	60.00	270.00

Billing Report

10065 Hidalgo Country Pct 3 Landfill

01 01 Engineering Services

Phase Status: Active

Billing Cutoff: 12/06/2010

	Date	Units	Rate	Amount
Labor WIP Status: Billable				
Technician III				
Steven Berridge				
site maps				
Subtotal		**20.00**		**1,200.00**
Labor total		**219.50**		**18,465.00**
Expense WIP Status: Billable				
Business Elite Card				
Publications/Maps	10/19/2010			2.88
SB visa 10/1/10 stmt				
Subtotal				**2.88**
In-house Expense				
Plots-B&W	09/30/2010	40.00	0.15	6.16
Pcounter				
In-House Copies	09/30/2010	89.00	0.10	8.90
Ricoh 3300				
In-House Copies	09/30/2010	62.00	0.10	6.20
Ricoh 7500				
In-House Copies	10/31/2010	106.00	0.10	10.60
in-house copies Pcounter				
In-House Copies/Color	09/30/2010	18.00	1.00	18.00
Ricoh 7500				
In-House Copies/Color	09/30/2010	19.00	1.00	19.00
Pcounter				
In-House Copies/Color	10/31/2010	10.00	1.00	10.00
in-house copies Pcounter				
Mileage	09/30/2010	23.00	0.50	11.50
Van				
Subtotal		**367.00**		**90.36**
Westel, Inc.				
Telephone	10/07/2010	4.60	0.25	1.15
Westel 9/30/10				
Telephone	11/04/2010	23.20	0.25	5.80
Westel 10/31/10				
Telephone	11/04/2010	1.00	0.25	0.25
Westel 10/31/10				
Subtotal		**28.80**		**7.20**
Expense total		**395.80**		**100.44**

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL;
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAY OFF AMOUNT. PLEASE CALL 800-231-5511 FOR PAYOFF INFORMATION.

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	19.800%	.05424%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	19.800%	.05424%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Days In Billing Cycle 30

Important Information

$0 - $191.12 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 10/26/10. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

Transactions

Trans	*Post*	*Reference Number*	*Description*	*Credits*	*Charges*
09/01	09/02	2444500L5Q5GRJ76V	HOBBY LOBBY #369 AUSTIN TX 6403		103.92
09/02	09/02	2479262L65SEQSPAF	BREED CO INC AUSTIN TX "		35.03
09/03	09/03	2401339L700D2XLZ9	TACO XPRESS AUSTIN TX 6307		49.67
09/27	09/27	F326800LY00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	334.68	
09/28	09/28	2444500M0D8902KMB	MAP SERVICE CENTER 800-358-9618 MD 050206.05 5118		2.50

See reverse side for important information.

2.88

Pcounter for September 1 - 30, 2010

Client Code	B&W Pages	Color Pages	B&W Sq Ft	Color Sq Ft
	189	0		
3044.02	22	0		
3047.09	796	293	78	
4044.02	584	68		
5026.05	92	19	40 ←	
6094.07	42	0		
8020.01	2	0		
9008.01	1	1		
9040.01	6	0		
9043.01	319	99	102	24
9052.01	83	21	130	18
9058.01	4	0		
9070.01	4	0		
10002.01	1	0		
10006.01	430	13	12	
10007.01	7	18		
10008.01	47	4		36
10014.01	197	0		
10019.01			30	
10024.01	20	0		
10031.01	16	0		
10035.01	34	0		
10035.03	4	0		
10045.01	311	0		
90	881	71		
97084.11	315	1		
98100.02	8	0		
Report Totals	**4415**	**608**		
Average Job	**4.38**	**0.603**		

PC

ADMIN\COPY COUNTS\2010\SEPTEMBER\
T101001_PCounter.XLS

September 2010 Copy Counts
Ricoh 3300

#User	Name	Color	Black & White
[0304709]	[Post Lic PreCon]		67
[0404402]	[WCS]	5	585
[0502605]	[Hidalgo]		89 ←
[0904001]	[SoWaste LingerLn]		157
[0905201]	[WCS TPDES]		3
[1000701]	[WCS LLRW QAQC]		2
[1000801]	[WCS LLRW OP Sup]		3
[90]	[overhead]	12	787
[other]	[]	346	1791

September 2010 Copy Counts
Ricoh 7500

		Copies		Scans
#User	Name	Black & White	Color	Black & White
[0304709]	[Post Lic PreCon]	190	0	
[0404402]	[WCS]	226	0	
[0502605]	[Hidalgo]	62	18	←
[0904301]	[WCS Byprod Op]	25	0	6
[0905801]	[Supreme]	716	0	2
[1000401]	[site wide reporting]	25	0	
[1000402]	[WCS misc rept]	0	0	
[1000601]	[Geology & Related]	82	31	
[1000701]	[LLRW QAQC]	8	4	
[1001201]	[WCS Wtr Exp]	11	0	
[1002401]	[conf calls/assistanc]	22	0	
[1003501] 03	[TxDOT Laredo]	436	0	562
[1003503]	[TxDOT Laredo]			55
[90]	[overhead]	1710	5	
[9999]	[documation]	10	0	
[other]	[]	2655	120	

PC

October 2010 Copy Counts
PCounter 10/01/2010 to 10/31/2010

Client Code	B&W Pages	Color Pages	B&W Sq Ft	Color Sq Ft
	5	1		
00088.01	18	0		
03044.02	2	0		
03047.09	4035	704		
04044.02	615	0		
→ 05026.05	106	10		
06052.02	139	14		
08020.01	13	0		
10007 09007.01	11	11		
09008.01	58	0		
09040.01	7	0		
09043.01	42	91	30	
09052.01	106	28	72	18
09069.01	0	4		
10002.01	1	0		
10057.01	1	0		
10006.01	340	10		
10007.01	131	21		
10007.04	292	0	21	
10008.01	1	4		48
10010.01	61	0		
10012.01	0	10		
10019.01	36	7	6	
7XDOT 10035.02	8	0		
10035.03	18	0		
10045.01	56	0		
10047.01	9	0		
10053.01	13	3		
10057.01	25	4		
90	1390	117		
98100.02	1	0		
Report Totals	**7540**	**1039**		
Average Job	**5.577**	**0.768**		

PC

2001 Van Winstar

	102	9/1/2010	9/1/2010	oh	Hobby Lobby	pick up	62894	10
	130	9/1/2010	9/1/2010	09058.02	TCEQ	delivery	62919	25
	102	9/2/2010	9/2/2010	oh	Breed's	supplies	62928	9
	102	9/3/2010	9/3/2010	04044.02	TCEQ	delivery	62949	21
	102	9/7/2010	9/7/2010	04044.02	TCEQ	delivery	62972	23
	102	9/8/2010	9/8/2010	07032.01	TCEQ	delivery	62995	23
	089	9/10/2010	9/10/2010	09052.01	TCEQ	meeting	63039	44
	102	9/10/2010	9/10/2010	10006.01	TCEQ	delivery	63061	22
	102	9/14/2010	9/14/2010	10006.01	TCEQ	delivery	63083	22
	102	9/15/2010	9/15/2010	09040.01	library	delivery	63090	7
	102	9/15/2010	9/15/2010	10008.01	airport	drop off	63114	24
	109	9/7/2010	9/17/2010	03047.09	TCEQ	files	63136	22
	102	9/21/2010	9/21/2010	09040.01	Millers	files	63137	1
	102	9/21/2010	9/21/2010	09043.01	TCEQ	delivery	63163	26
	102	9/23/2010	9/23/2010	oh	Spicy Pickle	lunch	63166	3
	102	9/23/2010	9/23/2010	10006.01	TCEQ	delivery	63188	22
	235	9/23/2010	9/23/2010	oh	Railroad BBQ	lunch	63247	59
	109	9/27/2010	9/27/2010	04044.02	UPS	drop off	63249	2
	102	9/27/2010	9/27/2010	04044.02	TCEQ	delivery	63271	22
→	109	9/29/2010	9/29/2010	05026.05	TCEQ	delivery	63294	23

PC

mileage

DATE	TIME	RATE	ORG	PROJ	CALLED NUMBER	LOCATION		MINUTES	AMOUNT
09/23	11:21 AM	A	AUS		956-682-3677	MCALLEN	TX	2.8	.14
TOTAL FOR: 512-397-1750						1 CALLS		2.8	.14
09/21	2:09 PM	A	AUS		956-585-4509	MISSION	TX	1.8	.09
TOTAL FOR: 512-474-9097/877-474-9097						1 CALLS		1.8	.09

***** CALLER SUMMARY *****

512-397-1750		2.8	.14
512-474-9097/877-474-9097		1.8	.09
TOTAL FOR PROJECT CODE: 0880502605	2 CALLS	4.6	.23

GROUP: AUSTIN

DATE	TIME	RATE	ORG	PROJ	CALLED NUMBER	LOCATION	MINUTES	AMOUNT
10/05	9:26 AM	A	AUS		956-279-4010	EDINBURG TX	1.2	.06
10/05	9:51 AM	A	AUS		817-588-5817	ARLINGTON TX	.5	.02
TOTAL FOR: 512-397-1750						2 CALLS	1.7	.08
10/05	10:06 AM	A	AUS		817-588-5817	ARLINGTON TX	21.5	1.05
TOTAL FOR: 512-474-9097/877-474-9097						1 CALLS	21.5	1.05

***** CALLER SUMMARY *****

512-397-1750	1.7	.08
512-474-9097/877-474-9097	21.5	1.05

TOTAL FOR PROJECT CODE: 0880502605	3 CALLS	23.2	1.13

GROUP: AUSTIN

DATE	TIME	RATE	ORG	PROJ	CALLED NUMBER	LOCATION		MINUTES	AMOUNT
10/13	1:06 PM	A	AUS		956-585-4509	MISSION	TX	.5	.02
10/13	1:07 PM	A	AUS		956-279-2203	EDINBURG	TX	.5	.02
TOTAL FOR: 512-474-9097/877-474-9097						2 CALLS		1.0	.04

***** CALLER SUMMARY *****

512-474-9097/877-474-9097		1.0	.04
TOTAL FOR PROJECT CODE: 2500502605	2 CALLS	1.0	.04

GROUP: AUSTIN

Requisition

Req # 00133060

PO # 604209

Date: 05/23/08

Bill To: x
x

Vendor : 281735
COOK-JOYCE, INC.
812 W 11TH STREET
AUSTIN TX 78701-2000
FAX (512)474-8463

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:
956-585-4509

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		Engineering Services for the Penitas Landfill not to exceed a maximum fee of $76,700.00 inculding all expenses, reimbursable expenses and all other fees arising under this agreement. Professional Services Agreement No. 05026.05	76,700.00	76,700.00
1.00		03/07/11 P.O. INCREASE AMENDMENT #2 APPROVED CC 12/30/11 B#9701 ERC	84,369.08	84,369.08
		Account No	Encumbrance	
		1-1100-432-00-123-001-0-334	76,700.00	
			Freight	.00
			Total	161,069.08
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-27342 **17.C.3.**

Acceptance/Approval/Ratification-Supplemental Agreement #5 to WA#1-Dannenbaum Environmental Corp.

CC REGULAR

Date:	07/05/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting acceptance, approval and/or ratification (whichever applicable) of "Supplemental Agreement #5 to Work Authorization No. 1" with the fee of $59,646.17 (new total-$177,330.13) for the contract between Hidalgo County and Dannenbaum Environmental Corporation in connection with services (as detailed in SA#5 attached hereto) services approved and outlined in SA #4 to Work Authorization No. 1, with additional services imposed by the Texas Railroad Commission (as a result of major revisions to work from Supplemental #4) to meet a deadline for compliance of a Subdivision Access Road (e.i Eyhorn Property and/or Subdivisions No. 1 and No. 2).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Available funds as of 6/30/11.

Attachments

Link: Supplemental No. 5 to WA#1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/29/2011 01:58 PM	APRV
2	Budget & Management	Merlen P. Munoz	06/29/2011 02:02 PM	APRV
3	Perla Lopez	Perla Lopez	06/30/2011 03:52 PM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Rocio Villarreal Started On: 06/29/2011 01:29 PM

Final Approval Date: 07/01/2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 5 TO WORK AUTHORIZATION NO. 1 TO MAIN AGREEMENT FOR THE CONTINUATION OF THE LANDFILL PROJECT IN PRECINCT NO. 3, HIDALGO COUNTY, TEXAS

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through it's **BOARD OF DIRECTORS**, hereinafter called the **COUNTY** and **DANNENBAUM ENVIRONMENTAL CORPORATION, a subsidiary of DANNENBAUM ENGINEERING CORPORATION**, professional engineers of McAllen, Texas, hereinafter called the **ENGINEER**.

W I T N E S S E T H

WHEREAS, the **COUNTY** and the **ENGINEER** executed the Agreement on the 23th day of May, 2006, and Work Authorization No. 1 on the 3rd day of July, 2006, concerning engineering and related services for engineering support services to assist the Legal Team in obtaining approval from the Texas Railroad Commission at the Texas Railroad Commission Hearing(s) in Austin, Texas for the Eyhorn Subdivisions No. 1 and No. 2 for a landfill project in Hidalgo County, Texas (hereinafter referred to as the "Project"); and,

WHEREAS, Article 2 of the Agreement, Scope of Work and Part I of Work Authorization No. 1, Scope of Work establishes the Scope of Work for Work Authorization No. 1 and,

WHEREAS, it has become necessary to amend the contract to provide additional engineering services for the redesign of roadway and utilities under the direction of Hidalgo County to meet Texas Railroad Commission approval(s) under the Scope of Work in Work Authorization No. 1 .

NOW, THEREFORE, premises considered, the **COUNTY** and **ENGINEER** agree that said Work Authorization No. 1 of the Agreement is amended as follows:

I. Part 1 of Work Authorization No. 1; Scope of Work is revised to provide additional engineering services for the redesign of roadway and utilities under the direction of Hidalgo County to meet Texas Railroad Commission approval(s) under the Scope of Work in Work Authorization No. 1.

II. Part 2 of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement. Please refer to the Main Contract, Article 5.2, Special Services, Item 11, Changes or Revisions in Work.

NOW, THEREFORE, Work Authorization No. 1 is increased by **$59,646.17** to a revised total of **$177,330.13**.

IN WITNESS WHEREOF, the **ENGINEER** and the **COUNTY** have caused this **Supplemental Agreement No. 5 to Work Authorization No. 1 of the Agreement** to be effective as of the ____ day of _____, 2011.

ENGINEER:
DANNENBAUM ENVIRONMENTAL CORPORATION

BY:_____
Louis H. Jones, Jr., P.E., Principal

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, Chairman of the Board

ATTACHMENTS:

- **Exhibit "D" Lump Sum Cost Proposal**

EXHIBIT "D"

LUMP SUM COST PROPOSAL
Continuation of Level of Effort under
Supplemental Agreement No. 4 to Work Authorization No. 1

Out of Scope Services:
Design revisions for the accesss roadway and utilities under the direction of Hidalgo County to meet Texas Railroad Commission approval(s)

Lump Sum Total = $59,646.17

AI-27314 **17.C.4.**

Purchase of (4) Four New 30 Yd Heavy Duty Rectangular Roll Off Containers
CC REGULAR

Date:	07/05/2011
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) received from WasteQuip-MayFab/Beeville, TX, awarded vendor through Hidalgo County's participation/membership with HGAC Contract No.#RC08-10 for the purchase of four (4) heavy duty Rectangular 30 yd Roll-Off Containers in an amount not to exceed $19,520.48, which includes delivery and other (if applicable) HGAC Fees for project #2011-194-OGG.

BACKGROUND

Appropriation of funds under Acct. #1-1100-432-00-123-001-0-890 to be transferred to object code #748 as per Norma Ceballos, Pct. #3.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-432-00-123-001-0-748

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

BUDGETARY IMPACT:

Available funds pending approval of transfer. Refer to AI - 27281 (7/5/11 CC).

Attachments

Link: 11-194

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/30/2011 09:58 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 10:04 AM	APRV
3	Perla Lopez	Perla Lopez	06/30/2011 01:43 PM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Oscar Garza — Started On: 06/28/2011 04:33 PM

Final Approval Date: 07/01/2011

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: June 23, 2011	
Department: Hidalgo County Precinct #3 Sanitation Department	
Name of Approving Elected Official/Department Head/Supervisor:	
Point of Contact: Mr. Ocana	Contact Phone Number: (956)519-3756 or (956) 587-1171 Contact Fax Number:
Contact E-Mail	
Budget Account Number: 1-1100-432-00-123-001-0-890 (will need to transfer to obj #748)	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required: ASAP	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

4 - ~~30~~ Heavy Duty 30 yd Roll Off Containers

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	

CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:	RC08-10	Date Prepared:	6/28/2011

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY	**Contractor:**	WASTEQUIP
Contact Person:	NORMA CEBALLOS	**Prepared By:**	OLIVIA RAMIREZ
Phone:	956-585-4509	**Phone:**	800-242-0122
Fax:		**Fax:**	362-358-0418
Email:		**Email:**	oramirez@wastquip.com

Catalog / Price Sheet Name:	Refuse Handling Equipment
General Description of Product:	**COMPACTOR**

A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)

Quan	Description	Unit Pr	Total
4	30 YD HEAVY DUTY RECTANGULAR ROLL OFF CONTAINER	4672	18688
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	18688

B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.)
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	LOAD OF FREIGHT	544	544
	Ship to: HIDALGO COUNTY PREC #3 SANITATION DEPT		
	7 MILE LINE & TOM GILL RD		
	MISSION, TX 78574		
		Total From Other Sheets, If Any:	
		Subtotal B:	544

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	3%
C. H-GAC Fee Calculation (From Current Fee Tables).		288.48

D. Other Allowances And/Or Special Discounts.

Subtotal D:	0

Delivery Date:	**WITHIN 30 DAYS**	**H. Total Purchase Price (A+B+C+D):**	19520.48

HGAC PRICE VERIFICATION

GB04	Wastequip: Heavy duty open top rectangular roll-off: 30-Yd	Wastequip	$4,672.00	

AI-27303 **17.D.1.**

Work Authorization No. 1 - Pct 4 L&G Eng., Lab., LLC - Construction Material Testing for Rogers Rd., Ingle Rd., Mile 11 & Sharp Rd.

CC REGULAR

Date:	07/05/2011
Submitted By:	Jr. Munoz, COMM. PCT. #4
Submitted For:	Leticia Saenz
Department:	COMM. PCT. #4
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Acceptance, and approval of Work Authorization No. 1 (with an estimated cost of $13,592.24) for Rogers Rd., Ingle Rd., Mile 11 & Sharp Rd. with L&G Engineering Laboratory, L.L.C. to provide construction material testing services to Hidalgo County Precinct No. 4 - C-11-026-04-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Funding available as of 6-29-11

Attachments

Link: W.O. No 1 L&G

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/28/2011 02:40 PM	APRV
2	Purchasing Department	Marty Salazar	06/28/2011 02:45 PM	APRV
3	Budget & Management	Merlen P. Munoz	06/28/2011 03:14 PM	APRV
4	Manuel Chapa	Manuel Chapa	06/29/2011 09:22 AM	APRV
5	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Jr. Munoz Started On: 06/28/2011 10:37 AM

Final Approval Date: 07/01/2011

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

June 28, 2011

Mr. Joseph Palacios
Attn: Rumaldo Munoz
Hidalgo County, Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

RE: Work Authorization No. 1 - Rogers Rd., Ingle Rd., Mile 11 & Sharp Rd. Construction Projects

Dear Mr. Montes:

L&G Engineering Laboratory, L.L.C. (L&G), is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 1
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 1 and look forward to working with **Hidalgo County Pct. 4.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-026-04-12
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Rogers Rd., Ingle Rd., Mile 11 & Sharp Rd. Construction Projects in Hidalgo County Precinct No. Four (4)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$13,592.24**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **01-1200-431-00-124-007-0-731**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **Rogers Rd., Ingle Rd., Mile 11 & Sharp Rd. Construction Project.**
In Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Rogers, Ingle Rd., Mile 11 & Sharp Rd. Construction Project.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Rogers Rd., Ingle Rd., Mile 11 & Sharp Rd. Construction Projects in Hidalgo County Precinct No. Four (4)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Rogers Rd., Ingle Rd., Mile 11 & Sharp Rd. Construction Projects in Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: **Rogers Rd., Ingle Rd., Mile 11 & Sharp Rd. Construction Projects in Hidalgo County Precinct No. Four (4)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-11-026-04-12.**

Attachment "D"
Rogers Rd., Ingle Rd., Mile 11 Rd., & Sharp Rd.
Prepared for Hidalgo County Pct. 4

Rogers Rd. CMT Fees:	$2,959.61
Ingle Rd.CMT Fees:	$2,959.61
Mile 11 Rd. CMT Fees:	$3,550.74
Sharp Rd. CMT Fees:	$4,122.28
Total Estimated Fees	$13,592.24

Attachment "I"
Rogers Rd. (1300 L.F.)
Prepared for Hidalgo County Pct. 4

Subgrade Testing - Laboratory					
Tech Time	2.5	Hrs.	$45.07	$112.68	
Trip Charge	20	Mi.	$0.49	$9.80	
Atterberg	1	Ea.	$75.05	$75.05	
Moisture-Density Determ	1	Ea.	$193.92	$193.92	
Reports	1	Ea.	$22.23	$22.23	
Eng. Spec.	0.25	Hr.	$112.61	$28.15	
Engineer	0.25	Hr.	$150.22	$37.56	
			Sub.	**$479.38**	
Subgrade Field Density Testing					
Tech Time	4	Hrs.	$45.07	$180.28	based
Trip Charge	40	Mi	$0.49	$19.60	on
Comp. Test	4	Ea.	$22.53	$90.12	2
Reports	2	Ea.	$22.23	$44.46	trips
Eng. Spec.	0.5	Hr.	$112.61	$56.31	
Engineer	0.5	Hr.	$150.22	$75.11	
			Sub.	**$465.88**	
Roadway Base Materials Testing - Laboratory					
Tech Time	2.5	Hrs.	$45.07	$112.68	
Trip Charge	20	Mi.	$0.49	$9.80	
Sieve Analysis	1	Ea.	$56.28	$56.28	
Atterberg	1	Ea.	$75.05	$75.05	
Moisture-Density Determ	1	Ea.	$193.92	$193.92	
Reports	2	Ea.	$22.23	$44.46	
Eng. Spec.	0.5	Hr.	$112.61	$56.31	
Engineer	0.5	Hr.	$150.22	$75.11	
			Sub.	**$623.60**	
Base Material Field Density Testing					
Tech Time	4	Hrs.	$45.07	$180.28	
Trip Charge	40	Mi	$0.49	$19.60	based
Comp. Test	4	Ea.	$22.53	$90.12	on 2
Reports	2	Ea.	$22.23	$44.46	trips
Eng. Spec.	0.5	Hr.	$112.61	$56.31	
Engineer	0.5	Hr.	$150.22	$75.11	
			Sub.	**$465.88**	
Asphalt Testing-Field and Laboratory					
Tech Time	4	Hrs.	$55.57	$222.28	
Trip Charge	40	Mi	$0.49	$19.60	Field
Rolling Patterns	1	Ea.	$37.56	$37.56	Asphalt
%AC-Grad	1	Ea.	$219.04	$219.04	Testing
Reports	2	Ea.	$22.23	$44.46	
Asphalt Thickness	4	Ea.	$62.63	$250.52	
Eng. Spec.	0.5	Hr.	$112.61	$56.31	
Engineer	0.5	Hr.	$150.22	$75.11	
			Sub.	**$924.88**	

Estimated Project Total $2,959.61

Attachment "I"
Ingle Rd. (1320 L.F.)
Prepared for Hidalgo County Pct. 4

Subgrade Testing - Laboratory						
Tech Time	2.5	Hrs.	$45.07		$112.68	
Trip Charge	20	Mi.	$0.49		$9.80	
Atterberg	1	Ea.	$75.05		$75.05	
Moisture-Density Determ	1	Ea.	$193.92		$193.92	
Reports	1	Ea.	$22.23		$22.23	
Eng. Spec.	0.25	Hr.	$112.61		$28.15	
Engineer	0.25	Hr.	$150.22		$37.56	
				Sub.	**$479.38**	
Subgrade Field Density Testing						
Tech Time	4	Hrs.	$45.07		$180.28	based
Trip Charge	40	Mi	$0.49		$19.60	on
Comp. Test	4	Ea.	$22.53		$90.12	2
Reports	2	Ea.	$22.23		$44.46	trips
Eng. Spec.	0.5	Hr.	$112.61		$56.31	
Engineer	0.5	Hr.	$150.22		$75.11	
				Sub.	**$465.88**	
Roadway Base Materials Testing - Laboratory						
Tech Time	2.5	Hrs.	$45.07		$112.68	
Trip Charge	20	Mi.	$0.49		$9.80	
Sieve Analysis	1	Ea.	$56.28		$56.28	
Atterberg	1	Ea.	$75.05		$75.05	
Moisture-Density Determ	1	Ea.	$193.92		$193.92	
Reports	2	Ea.	$22.23		$44.46	
Eng. Spec.	0.5	Hr.	$112.61		$56.31	
Engineer	0.5	Hr.	$150.22		$75.11	
				Sub.	**$623.60**	
Base Material Field Density Testing						
Tech Time	4	Hrs.	$45.07		$180.28	
Trip Charge	40	Mi	$0.49		$19.60	based
Comp. Test	4	Ea.	$22.53		$90.12	on 2
Reports	2	Ea.	$22.23		$44.46	trips
Eng. Spec.	0.5	Hr.	$112.61		$56.31	
Engineer	0.5	Hr.	$150.22		$75.11	
				Sub.	**$465.88**	
Asphalt Testing-Field and Laboratory						
Tech Time	4	Hrs.	$55.57		$222.28	
Trip Charge	40	Mi	$0.49		$19.60	Field
Rolling Patterns	1	Ea.	$37.56		$37.56	Asphalt
%AC-Grad	1	Ea.	$219.04		$219.04	Testing
Reports	2	Ea.	$22.23		$44.46	
Asphalt Thickness	4	Ea.	$62.63		$250.52	
Eng. Spec.	0.5	Hr.	$112.61		$56.31	
Engineer	0.5	Hr.	$150.22		$75.11	
				Sub.	**$924.88**	

Estimated Project Total $2,959.61

Attachment "I"
Mile 11 Rd. (2012 L.F.)
Prepared for Hidalgo County Pct. 4

Subgrade Testing - Laboratory						
Tech Time	2.5	Hrs.	$45.07		$112.68	
Trip Charge	20	Mi.	$0.49		$9.80	
Atterberg	1	Ea.	$75.05		$75.05	
Moisture-Density Determ	1	Ea.	$193.92		$193.92	
Reports	1	Ea.	$22.23		$22.23	
Eng. Spec.	0.25	Hr.	$112.61		$28.15	
Engineer	0.25	Hr.	$150.22		$37.56	
				Sub.	**$479.38**	
Subgrade Field Density Testing						
Tech Time	6	Hrs.	$45.07		$270.42	based
Trip Charge	60	Mi	$0.49		$29.40	on
Comp. Test	6	Ea.	$22.53		$135.18	3
Reports	3	Ea.	$22.23		$66.69	trips
Eng. Spec.	0.75	Hr.	$112.61		$84.46	
Engineer	0.75	Hr.	$150.22		$112.67	
				Sub.	**$698.81**	
Roadway Base Materials Testing - Laboratory						
Tech Time	2.5	Hrs.	$45.07		$112.68	
Trip Charge	20	Mi.	$0.49		$9.80	
Sieve Analysis	1	Ea.	$56.28		$56.28	
Atterberg	1	Ea.	$75.05		$75.05	
Moisture-Density Determ	1	Ea.	$193.92		$193.92	
Reports	2	Ea.	$22.23		$44.46	
Eng. Spec.	0.5	Hr.	$112.61		$56.31	
Engineer	0.5	Hr.	$150.22		$75.11	
				Sub.	**$623.60**	
Base Material Field Density Testing						
Tech Time	6	Hrs.	$45.07		$270.42	
Trip Charge	60	Mi	$0.49		$29.40	based
Comp. Test	6	Ea.	$22.53		$135.18	on 3
Reports	3	Ea.	$22.23		$66.69	trips
Eng. Spec.	0.75	Hr.	$112.61		$84.46	
Engineer	0.75	Hr.	$150.22		$112.67	
				Sub.	**$698.81**	
Asphalt Testing-Field and Laboratory						
Tech Time	4	Hrs.	$55.57		$222.28	
Trip Charge	40	Mi	$0.49		$19.60	Field
Rolling Patterns	1	Ea.	$37.56		$37.56	Asphalt
%AC-Grad	1	Ea.	$219.04		$219.04	Testing
Reports	2	Ea.	$22.23		$44.46	
Asphalt Thickness	6	Ea.	$62.63		$375.78	
Eng. Spec.	0.5	Hr.	$112.61		$56.31	
Engineer	0.5	Hr.	$150.22		$75.11	
				Sub.	**$1,050.14**	

Estimated Project Total $3,550.74

Attachment "I"
Sharp Rd. (2640 L.F.)
Prepared for Hidalgo County Pct. 4

Subgrade Testing - Laboratory					
Tech Time	2.5	Hrs.	$45.07	$112.68	
Trip Charge	20	Mi.	$0.49	$9.80	
Atterberg	1	Ea.	$75.05	$75.05	
Moisture-Density Determ	1	Ea.	$193.92	$193.92	
Reports	1	Ea.	$22.23	$22.23	
Eng. Spec.	0.25	Hr.	$112.61	$28.15	
Engineer	0.25	Hr.	$150.22	$37.56	
			Sub.	**$479.38**	
Subgrade Field Density Testing					
Tech Time	8	Hrs.	$45.07	$360.56	based
Trip Charge	60	Mi	$0.49	$29.40	on
Comp. Test	8	Ea.	$22.53	$180.24	4
Reports	4	Ea.	$22.23	$88.92	trips
Eng. Spec.	1	Hr.	$112.61	$112.61	
Engineer	1	Hr.	$150.22	$150.22	
			Sub.	**$921.95**	
Roadway Base Materials Testing - Laboratory					
Tech Time	2.5	Hrs.	$45.07	$112.68	
Trip Charge	20	Mi.	$0.49	$9.80	
Sieve Analysis	1	Ea.	$56.28	$56.28	
Atterberg	1	Ea.	$75.05	$75.05	
Moisture-Density Determ	1	Ea.	$193.92	$193.92	
Reports	2	Ea.	$22.23	$44.46	
Eng. Spec.	0.5	Hr.	$112.61	$56.31	
Engineer	0.5	Hr.	$150.22	$75.11	
			Sub.	**$623.60**	
Base Material Field Density Testing					
Tech Time	8	Hrs.	$45.07	$360.56	
Trip Charge	60	Mi	$0.49	$29.40	based
Comp. Test	8	Ea.	$22.53	$180.24	on 3
Reports	4	Ea.	$22.23	$88.92	trips
Eng. Spec.	1	Hr.	$112.61	$112.61	
Engineer	1	Hr.	$150.22	$150.22	
			Sub.	**$921.95**	
Asphalt Testing-Field and Laboratory					
Tech Time	4	Hrs.	$55.57	$222.28	
Trip Charge	40	Mi	$0.49	$19.60	Field
Rolling Patterns	1	Ea.	$37.56	$37.56	Asphalt
%AC-Grad	1	Ea.	$219.04	$219.04	Testing
Reports	2	Ea.	$22.23	$44.46	
Asphalt Thickness	8	Ea.	$62.63	$501.04	
Eng. Spec.	0.5	Hr.	$112.61	$56.31	
Engineer	0.5	Hr.	$150.22	$75.11	
			Sub.	**$1,175.40**	

Estimated Project Total $4,122.28

AI-27357 **17.E.1.**

Change Oder No. 2 for Primary Care and Substance Abuse Facility
CC REGULAR

Date:	07/05/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Requesting approval of Change Order No.2 for an increase in the amount of $6,150.00 due to contractor's items placed on hold by County to complete previously needed construction by others, and for a reduction in the amount of -$7,810.00 due to quantitative deletions resulting on a final total cost reduction of - $1,660.00 to the total contract; Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements, awarded to The 5125 Company Contract No. C-10-050-03-23 with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-841

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

BUDGETARY IMPACT:

No Budgetary Impact.
This change order is a reduction of contract price ($1,660.00)
PO No. 641069

Attachments

Link: Change Order 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/30/2011 10:44 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/30/2011 10:46 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/01/2011 08:26 AM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Moises Salazar — Started On: 06/29/2011 05:18 PM

Final Approval Date: 07/01/2011

CONTRACT CHANGE ORDER REQUEST

Owner: Hidalgo County
2812 S. Business Hwy 281
Edinburg, Texas 78539

DATE: June 27, 2011
Change Order No. 2

Contractor/Firm

The 5125 Company
1008 Doherty
Mission, Texas 78572

Phone #: (956) 583-5125

Project Name/Acct. No.
Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements.
Bid No. 2010-050-02-24-MSS

You are hereby requested to comply with the following changes from the contract plans and specifications.

_____ Final Quantitative adjustments	√ Quantitative deletion
√ Unit Price	_____ Time extension
_____ Quantitative Addition	_____ Other

Reason: The Contractor is requesting a Change Order for an Increase in the Bid item amount for 18" Curb & Gutter and 4.0' Concrete Valley Gutter. The reason for the request is due to multiple increases in concrete and fuel cost. The Notice to Proceed was issued on March of 2009. The Contractor has been on hold to place this two remaining items. The caliche is being done by others and so the Contractor has been on hold. The requested increases are to increase from 9.00/LF to 11.40/LF for the 18" Curb & Gutter and to increase from 30.00/LF to 39.00/LF for the 4.0' Concrete Valley Gutter. This totals to $4,800.00 increase and $ 1,350.00 increase for the Curb & Gutter and 4.0' Valley Gutter respectively. Total amount of increase $ 6,150.00. Also, the following items have been completed with the final quantities being less that the plan quantities. 1.) 8" P.V.C. DR-18 plan quantity 1,800 LF actual 1,670 LF amount below contract $ 1,820.00 2.) 8" M.J. 45° Bend plan quantity 13 Ea. Actual installed, 11 Ea. And below contract $ 800.00 3.) 16" P.V.C. Casing plan quantity 350 LF, actual installed 314 LF amount below contract $ 1,080.00 4.) 4" P.V.C. DR-18 plan quantity 610 LF, actual quantity installed 600 LF amount below contract $ 100.00 5.) 8" P.V.C. SDR-26 plan quantity 650 LF, actual installed 540 LF amount below contract $ 1,540.00 6.) Trench Safety Protection plan quantity 650 LF, actual installed 540 LF, amount below contract $ 110.00 7.) 18" R.C.P. plan quantity 700 LF, actual installed 652 LF, amount below contract $ 960.00 8.) 10" P.V.C.

bleeder line plan quantity 1,300 LF, actual installed 1,200 LF, amount below contract $ 1,400.00. The final totals for Change Order No.2 are, $6,150.00 additional and $ 7,810.00 deduct. For a net quantity deletion of $ 1,660.00.

Contract price prior to change order.....	$ 219,512.50
I. Net Increase/Decrease of this change order No. 1.....	$ 500.00
II. Net Increase/Decrease of this change order No.2.....	$ 1,660.00
Contract Price with change order.....	$ 217,352.50

Increase/Decrease in time_____days.

Change Order Request
Page 2

Approved By: **Hidalgo County**

Owner Date

Accepted By: **The 5125 Company**

Contractor 6/28/2011
Date

Recommended By;
Quintanilla, Headley and Associates, Inc.

6-28-11

Project Engineer Date

THE 5125 COMPANY

MBE, WBE, HUB CERTIFIED UTILITY CONTRACTOR

1008 DOHERTY
MISSION, TX 78572

OFFICE: (956) 583-5125
FAX: (956) 585-1633
E-MAIL: pe5125@aol.com

CHANGE ORDER REQUEST 2

Date: June 2, 2011

Change Order Request Submitted To:	**Project Name/No.:**
Quintanilla, Headley & Associates 124 East Stubbs Street Edinburg, Texas 78539	Hidalgo Cty Primary Care and Substance Abuse Facility Site and Utility Improvements (Bid No. 2010-050-02-24-MSS)
Attention: Eulalio Ramirez, P.E.	

Due to the multiple increases in concrete and fuel, we respectfully request a 30% increases on the items indicated below.

	Item Description	Qty.	Original Bid	Increase	Unit Bid	Total Bid
1	18" Curb and Gutter	2,000	$ 9.00	$ 2.40	$ 11.40	$ 22,800.00
2	4.0' Concrete Valley Gutter	150	$ 30.00	$ 9.00	$ 39.00	$ 5,850.00
TOTAL						**$ 28,650.00**

Respectfully Submitted by: Pat Espericueta

ACCEPTANCE OF CHANGE ORDER REQUEST

The enclosed prices, descriptions of work or services to be performed are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted: _____ **Rejected:** _____

Date: _____ **Signature:** _____

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00

Letter of Transmittal

To: **Hidalgo County – Budget**
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Date: June 29, 2011
Attention: Rey Salazar
Re: Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements

Description:

- Revised Change Order Request No. 2 & Back up information
- Copy of Application for payment No. 2

Remarks: ***** Please call Mr. Eulalio Ramirez, upon receiving this package.**

Sent By: Neyda for Eulalio Ramirez, P.E . Delivered By: _____

Received By: _____ Time: _____
Printed Name

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com

AI-26920 **17.F.1.**

BCAP Application for Payment No.2 Final & Change Order No.1 Mesquite Acres Subdivision Precinct No.2

CC REGULAR

Date:	07/05/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department
Sub-category:	CAP Pct.2

Information

CAPTION

Discussion, consideration and approval:

a. Change Order No. 1 with contractor OG Construction for Mesquite Acres Subdivision, Pct. No. 2 reflecting an increase in the amount of $8,034.41 due to quantity modifications in flexible base and concrete;

b. Application of Payment #2 (Final) in the amount of $97,257.07

as submitted through project engineer DOS Logistics Inc. (C-CAP-10-309-09-21)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1
ACCT. #: 1-1312-431-00-122-460-1-733
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.#652309: For CO#1
Obj. 733 has available $109.91

FISCAL YEAR: 1
ACCT. #: 1-1200-431-00-122-460-0-841
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 652309 For CO#1:
Obj. 841 has available $13,328.40

FISCAL YEAR: 1
ACCT. #: 1-1XXX-431-00-122-460-0-XXX
FUNDS AVAILABLE Y/N?: Y/pending
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Pending PO increases Payment#2

Attachments

Link: Change Order No.1 Mesquite Acres Subdivision

Link: Application for Payment No.2 Final Mesquite Acres Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/17/2011 11:04 AM	APRV
2	Purchasing Department	Marty Salazar	06/22/2011 10:13 AM	APRV
3	Budget & Management	Erika Zamora	06/22/2011 11:16 AM	APRV
4	Roland Garcia	Rolando Garcia	06/30/2011 03:07 PM	APRV
5	Yvette Islas	Yvette Islas	07/01/2011 08:56 AM	APRV
6	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Marcie Jackson Started On: 06/02/2011 09:19 AM

Final Approval Date: 07/01/2011

CHANGE ORDER NUMBER ONE (1)

PROJECT: MESQUITE ACRES SUBDIVISION

DATE OF ISSUANCE: April 27, 2011 **EFFECTIVE DATE:** April 27, 2011

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-10-309-09-21

CONTRACTOR: OG CONSTRUCTION
4021 N. Closner Blvd.
Edinburg, TX 78541

ENGINEER: DOS LOGISTICS INC.
1002 East Expressway 83
Weslaco, TX 78596

You are directed to make the following changes in the Contract Documents.

Description:

1. Item 247 Flexible Base (New Caliche) was increased in 463 CY.
2. Item 251 Salvage Flexible Base was decreased in 463 CY.
3. Item 531 Concrete Sidewalk was increased in 10.33 SY
4. Item 432 Concrete Rip-Rap was decreased in 1 (one) CY
5. Item 530 Concrete Driveway was increased in 9.33 SY

Reason for Change Order:

1. Item 247 was increased because existing caliche thickness was less than the reflected on previous bores.
2. Item 251 was decreasing for the same previous item reason.
3. Item 531 was increased because a new house was built after road plans were made.
4. Item 432 was decreased as per actual measurement.
5. Item 530 was increased to have a better driveway slope and be in compliance with TxDOT standards.

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 194,154.00		Original Contract Time for Substantial Completion: 60 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 194,154.00		Contract Time prior to this Change Order Substantial Completion: 60 calendar days or dates
Net Increase (decrease) of this Change Order $ 8,034.41		Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 202,188.41	Net % increase (decrease) from original contract price. 4.10 %	Contract Time with all approved Change Orders Substantial Completion: 60 calendar days or dates

RECOMMENDED:
By: [signature] P.E.
Engineer (Authorized Signature)
Date: 5/10/2011

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: 5/10/2011

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
MESQUITE ACRES SUBDIVISION
BID NUMBER: CAP-10-309-09-21

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
(905) ROADWAY									
110	2,704.00	2,704.00	CY	Road Excavation	$ 4.00	$ 4.00	$ 10,816.00	0.00	10,816.00
164	4,103.00	4,103.00	SY	Hydromulch (Watering included)	$ 1.00	$ 1.00	$ 4,103.00	0.00	4,103.00
247	382.00	845.00	CY	New Flexbase (Caliche)	$ 30.00	$ 30.00	$ 11,460.00	13,890.00	25,350.00
247	807.00	344.00	CY	Salvaged Flexible Base (Caliche)	$ 14.00	$ 14.00	$ 11,298.00	(6,482.00)	4,816.00
260	5,352.00	5,352.00	SY	Lime Treatment Mix (New and Salvage)	$ 2.00	$ 2.00	$ 10,704.00	0.00	10,704.00
260	61.00	61.00	SY	Lime (Ty A or B)	$ 185.00	$ 185.00	$ 11,285.00	0.00	11,285.00
314	905.00	905.00	GAL	Emulsified Asphalt (Prime Coat)	$ 5.00	$ 5.00	$ 4,525.00	0.00	4,525.00
340	387.00	387.00	TON	Dense Grade Hot Mix (Asphalt Ty. D)	$ 89.00	$ 89.00	$ 34,443.00	0.00	34,443.00
502	2.00	2.00	MO	Barricades, Signs, and Traffic Handling	$ 400.00	$ 400.00	$ 800.00	0.00	800.00
506	184.00	184.00	LF	Temporary Sediment Control Fence	$ 3.00	$ 3.00	$ 552.00	0.00	552.00
506	84.00	84.00	SY	Construction Exit (Removal)	$ 5.00	$ 5.00	$ 420.00	0.00	420.00
506	84.00	84.00	SY	Construction Exit (Installed)	$ 10.00	$ 10.00	$ 840.00	0.00	840.00
531	5.00	15.33	SY	Concrete Sidewalk	$ 50.00	$ 50.00	$ 250.00	516.50	766.50
550	95.00	95.00	LF	Chainlink Fence (Install) w/ Salvage Gate	$ 18.00	$ 18.00	$ 1,710.00	0.00	1,710.00
644	1.00	1.00	EA	Small Sign (New)	$ 230.00	$ 230.00	$ 230.00	0.00	230.00
644	8.00	8.00	EA	Small Sign (Remove & Relocate)	$ 50.00	$ 50.00	$ 400.00	0.00	400.00
					Sub-Total		**$ 103,836.00**	**$ 7,924.50**	**$ 111,760.50**
(906) DRAINAGE									
402	969.00	969.00	LF	Trench Excavation Protection	$ 2.00	$ 2.00	$ 1,938.00	0.00	1,938.00
432	6.00	5.00	CY	Rip-Rap (Concrete 6")	$ 142.00	$ 142.00	$ 852.00	(142.00)	710.00
464	64.00	64.00	LF	RC Pipe (CL III)(18") w/ Rubber Gasket	$ 29.00	$ 29.00	$ 1,856.00	0.00	1,856.00
464	356.00	356.00	LF	RC Pipe (CL III)(24") w/ Rubber Gasket	$ 31.00	$ 31.00	$ 11,036.00	0.00	11,036.00
464	696.00	696.00	LF	RC Pipe (CL III)(30") w/ Rubber Gasket	$ 37.00	$ 37.00	$ 25,752.00	0.00	25,752.00
465	3.00	3.00	EA	Inlet (Compl)(Ty. A)	$ 2,020.00	$ 2,020.00	$ 6,060.00	0.00	6,060.00
465	1.00	1.00	EA	Inlet (Compl)(Ty. A-1)	$ 2,400.00	$ 2,400.00	$ 2,400.00	0.00	2,400.00
465	4.00	4.00	EA	Inlet Extension (5 Ft.)	$ 1,450.00	$ 1,450.00	$ 5,800.00	0.00	5,800.00
465	1.00	1.00	EA	Manhole (Compl)(TY. A)	$ 1,200.00	$ 1,200.00	$ 1,200.00	0.00	1,200.00
529	2,834.00	2,834.00	LF	2" Concrete Curb & Gutter (Ty. A)(Barrier)	$ 7.00	$ 7.00	$ 19,838.00	0.00	19,838.00
529	86.00	86.00	LF	6' Concrete Valley Gutter	$ 28.00	$ 28.00	$ 2,408.00	0.00	2,408.00
530	213.00	222.33	SY	Driveway (Concrete)(4 in.)	$ 27.00	$ 27.00	$ 5,751.00	251.91	6,002.91
530	603.00	603.00	SY	Driveway (ACP)(Ty. PRB-1)	$ 9.00	$ 9.00	$ 5,427.00	0.00	5,427.00
					Sub-Total		**$ 90,318.00**	**$ 109.91**	**$ 90,427.91**
				TOTAL BASE AMOUNTS:			**$ 194,154.00**	**$ 8,034.41**	**$ 202,188.41**

AI-26920 06/28/11 C

APPLICATION FOR PAYMENT NO. 2 FINAL

To: Hidalgo County (OWNER)
From: OG Construction Co. LLC (CONTRACTOR)
Contract: C-CAP-10-309-09-21
Project: Road and Drainage Construction for Mesquite Acres Subdivision
OWNER's Contract No. C-CAP-10-309-09-21 ENGINEER's Project No.
For Work accomplished through the date of: 27-Apr-2011

1.	Original Contract Price:		$ 194,154.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 8,034.41
3.	Current Contract Price (1 plus 2):		$ 202,188.41
4.	Total completed and stored to date:		$ 202,188.41
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 20,218.84	
	% of stored material:	$ -	
	Total Retainage:		$ 20,218.84
6.	Total completed and stored to da		$ 181,969.57
7.	Less previous Application for Pa		$ 84,712.50
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICAT**		**$ 97,257.07**

REQ# 188996 P.O.# 652309
1-1200-431-00-122-460-0-841→$15,810.70
<-1,581.07>=$14,229.63

REQ# 188996 P.O.# 652309
1-1312-431-00-122-460-1-841→$58,576.80
<-5,857.68>=$52,719.12

REQ# 188996 P.O.# 652309
1-1312-431-00-122-460-1-733→$33,675.91
<-3,367.59>=$30,308.32

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 27-Apr-11 OG Construction Co. LLC
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 12th day of May 2011
Ernestina Cantu
Notary Public
My Commission expires: 4-22-14

Ernestina Cantu
Notary Public,
State of Texas
Comm. Exp. 04-22-14

INVOICE RECEIVED BY:
ON 5/17/11
GOODS/SERVICES RECEIVED BY:
ON 5/17/11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 27-Apr-11 DOS LOGISTICS INC.
ENGINEER
By:

OG Construction Co. LLC	Contractor Name
February 17, 2011	Starting Date
April 17, 2011	Project Ending Date
10%	Retainage Percent

Application No:	2 Final
Application Date:	May 12, 2011
Period To:	April 27, 2011
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
3C1080460	Mesquite Acres	$ 194,154.00	$ 202,188.41	$ 94,125.00	$ 108,063.41	$ -	$ 202,188.41	$ -	$ 20,218.84	$ 181,969.57	$ 84,712.50	$ 97,257.07
		$ 194,154.00	$ 202,188.41	$ 94,125.00	$ 108,063.41	$ -	$ 202,188.41	$ -	$ 20,218.84	$ 181,969.57	$ 84,712.50	$ 97,257.07

DOS LOGISTICS INC.

OG Construction Co. LLC	Contractor Name
2/17/2011	Starting Date
4/17/2011	Project Ending Date
Road and Drainage Construction for Mesquite Acres Subdivision	Engineer's / County Project Description

Application No.:	Final
Application Date:	3/28/2011
Period To:	4/27/2011
Engineer's / County Project No.:	0

No.	Item Code	Description	Unit	Original Schedule Value			Revised Schedule Value			Application #1			Final Application				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROAD																
1	110	Road Excavation	CY	$ 4.00	2,704.00	$ 10,816.00	$ 4.00	2,704.00	$ 10,816.00	2,704.00	2,704.00	$ 10,816.00	-	2,704.00	$ -	$ 10,816.00	0.000	$ -
2	164	Hydromulch (Watering included)	SY	$ 1.00	4,103.00	$ 4,103.00	$ 1.00	4,103.00	$ 4,103.00	-	-	$ -	4,103.00	4,103.00	$ 4,103.00	$ 4,103.00	0.000	$ -
3	247	(New) Flexbase (Ty. E. GR4)	CY	$ 30.00	382.00	$ 11,460.00	$ 30.00	845.00	$ 25,350.00	-	-	$ -	845.00	845.00	$ 25,350.00	$ 25,350.00	0.000	$ -
4	251	(Salvaged) Flexbase	CY	$ 14.00	807.00	$ 11,298.00	$ 14.00	344.00	$ 4,816.00	320.00	320.00	$ 4,480.00	24.00	344.00	$ 336.00	$ 4,816.00	0.000	$ -
5	260	Lime Treatment (Mix Exist. & New Base 8")	SY	$ 2.00	5,352.00	$ 10,704.00	$ 2.00	5,352.00	$ 10,704.00	4,500.00	4,500.00	$ 9,000.00	852.00	5,352.00	$ 1,704.00	$ 10,704.00	0.000	$ -
6	260	Lime Base (Ty. A or B)	Ton	$ 185.00	61.00	$ 11,285.00	$ 185.00	61.00	$ 11,285.00	61.00	61.00	$ 11,285.00	-	61.00	$ -	$ 11,285.00	0.000	$ -
7	314	Emulsified Asphalt (Prime Coat)	Gal	$ 5.00	905.00	$ 4,525.00	$ 5.00	905.00	$ 4,525.00	-	-	$ -	905.00	905.00	$ 4,525.00	$ 4,525.00	0.000	$ -
8	340	Dense Grade Hot Mix (Asphalt Ty. D)	Ton	$ 89.00	387.00	$ 34,443.00	$ 89.00	387.00	$ 34,443.00	-	-	$ -	387.00	387.00	$ 34,443.00	$ 34,443.00	0.000	$ -
9	502	Barricades, Signs, and Traffic Handling	MO	$ 400.00	2.00	$ 800.00	$ 400.00	2.00	$ 800.00	1.00	1.00	$ 400.00	1.00	2.00	$ 400.00	$ 800.00	0.000	$ -
10	506	Temporary Sediment Control Fence	SY	$ 3.00	184.00	$ 552.00	$ 3.00	184.00	$ 552.00	184.00	184.00	$ 552.00	-	184.00	$ -	$ 552.00	0.000	$ -
11	506	Construction Exit (Removed)	SY	$ 5.00	84.00	$ 420.00	$ 5.00	84.00	$ 420.00	-	-	$ -	84.00	84.00	$ 420.00	$ 420.00	0.000	$ -
12	506	Construction Exit (Installed)	SY	$ 10.00	84.00	$ 840.00	$ 10.00	84.00	$ 840.00	84.00	84.00	$ 840.00	-	84.00	$ -	$ 840.00	0.000	$ -
13	531	Concrete Sidewalk	SY	$ 50.00	5.00	$ 250.00	$ 50.00	15.33	$ 766.50	-	-	$ -	15.33	15.33	$ 766.50	$ 766.50	0.000	$ -
14	550	Chainlink Fence (Install) w/ Salvage Gate	EA	$ 18.00	95.00	$ 1,710.00	$ 18.00	95.00	$ 1,710.00	-	-	$ -	95.00	95.00	$ 1,710.00	$ 1,710.00	0.000	$ -
15	644	Small Signs (New)	EA	$ 230.00	1.00	$ 230.00	$ 230.00	1.00	$ 230.00	-	-	$ -	1.00	1.00	$ 230.00	$ 230.00	0.000	$ -
16	644	Small Signs (Remove & Relocate)	EA	$ 50.00	8.00	$ 400.00	$ 50.00	8.00	$ 400.00		-	$ -	8.00	8.00	$ 400.00	$ 400.00	0.000	$ -
		TOTAL ROADWAY				$ 103,836.00			$ 111,760.50			$ 37,373.00			$ 74,387.50	$ 111,760.50		$ -
		DRAINAGE																
17	402	Trench Excavation Protection	LF	$ 2.00	969.00	$ 1,938.00	$ 2.00	969.00	$ 1,938.00	969.00	969.00	$ 1,938.00	-	969.00	$ -	$ 1,938.00	0.000	$ -
18	432	Rip-Rap (Concrete 6 ")	CY	$ 142.00	6.00	$ 852.00	$ 142.00	5.00	$ 710.00	5.00	5.00	$ 710.00	-	5.00	$ -	$ 710.00	0.000	$ -
19	464	RC Pipe (CL III) (18") w/ Rubber Gasket	LF	$ 29.00	64.00	$ 1,856.00	$ 29.00	64.00	$ 1,856.00	64.00	64.00	$ 1,856.00	-	64.00	$ -	$ 1,856.00	0.000	$ -
20	464	RC Pipe (CL III) (24") w/ Rubber Gasket	LF	$ 31.00	356.00	$ 11,036.00	$ 31.00	356.00	$ 11,036.00	356.00	356.00	$ 11,036.00	-	356.00	$ -	$ 11,036.00	0.000	$ -
21	464	RC Pipe (CL III) (30") w/ Rubber Gasket	LF	$ 37.00	696.00	$ 25,752.00	$ 37.00	696.00	$ 25,752.00	696.00	696.00	$ 25,752.00	-	696.00	$ -	$ 25,752.00	0.000	$ -
22	465	Inlet (Compl) (Ty. A)	EA	$ 2,020.00	3.00	$ 6,060.00	$ 2,020.00	3.00	$ 6,060.00	3.00	3.00	$ 6,060.00	-	3.00	$ -	$ 6,060.00	0.000	$ -
23	465	Inlet (Compl) (Ty. A-1)	EA	$ 2,400.00	1.00	$ 2,400.00	$ 2,400.00	1.00	$ 2,400.00	1.00	1.00	$ 2,400.00	-	1.00	$ -	$ 2,400.00	0.000	$ -
24	465	Inlet Extension (5 Ft.)	EA	$ 1,450.00	4.00	$ 5,800.00	$ 1,450.00	4.00	$ 5,800.00	4.00	4.00	$ 5,800.00	-	4.00	$ -	$ 5,800.00	0.000	$ -
25	465	Manhole (Compl) (Ty. A)	EA	$ 1,200.00	1.00	$ 1,200.00	$ 1,200.00	1.00	$ 1,200.00	1.00	1.00	$ 1,200.00	-	1.00	$ -	$ 1,200.00	0.000	$ -
26	529	2' Concrete Curb & Gutter (Ty. A) (Barrier)	LF	$ 7.00	2,834.00	$ 19,838.00	$ 7.00	2,834.00	$ 19,838.00		-	$ -	2,834.00	2,834.00	$ 19,838.00	$ 19,838.00	0.000	$ -
27	529	6' Concrete Valley Gutter	LF	$ 28.00	86.00	$ 2,408.00	$ 28.00	86.00	$ 2,408.00		-	$ -	86.00	86.00	$ 2,408.00	$ 2,408.00	0.000	$ -
28	530	Driveway (Concrete) (4 in.)	SY	$ 27.00	213.00	$ 5,751.00	$ 27.00	222.33	$ 6,002.91		-	$ -	222.33	222.33	$ 6,002.91	$ 6,002.91	0.000	$ -
29	530	Driveway (ACP) (Ty. PRB-1))	SY	$ 9.00	603.00	$ 5,427.00	$ 9.00	603.00	$ 5,427.00		-	$ -	603.00	603.00	$ 5,427.00	$ 5,427.00	0.000	$ -
		TOTAL DRAINAGE				$ 90,318.00			$ 90,427.91			$ 56,752.00			$ 33,675.91	$ 90,427.91		$ -
		TOTAL BASE AMOUNTS:				$ 194,154.00			$ 202,188.41			$ 94,125.00			$ 108,063.41	$ 202,188.41		$ -

Prepared and Checked By:

Signature:

Printed Name:

Date: 4/27/2011

AI-27295 **17.G.1.**

Award of Bid- Purchase-Removal & Related Svcs for Shredded Recyclable Materials

CC REGULAR

Date:	07/05/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** County Clerk

Information

CAPTION

Recommending award of bid and approval of contract document to sole bidder: Master Fibers, INC. meeting all specifications and/or requirements as attached hereto for: Hidalgo County - Clerks Office "Purchase, Removal & Related Services for Shredded & Recyclable Materials RFB No. 2011-087-05-11-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact for expenditure. Revenue Generating Only.

Revenue Account #1-1237-341-10-180-000-0-000

Attachments

Link: Recommendation Memo-Acceptance Sheet-Participation Log

Link: Contract

Link: EMAIL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/29/2011 11:32 AM	APRV
2	Budget & Management	Merlen P. Munoz	06/29/2011 11:44 AM	APRV
3	Sylvia Solis	Sylvia Solis	06/30/2011 03:21 PM	APRV
4	Auditor's Office		07/01/2011 02:34 PM	NEW

Form Started By: Yolanda Velasquez — Started On: 06/27/2011 03:34 PM

Final Approval Date: 07/01/2011

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

RECEIVED
MAY 13 2011
By 10:14

To: Arturo Guajardo Jr.,
H.C. County Clerk's Office
Attn: Armando Perez

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: May 11, 2011

Re: REQUEST FOR RECOMMENDATION for: RFB-2011-087-05-11-YZV "PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED & RECYCLABLE MATERIALS"

We received a sole response to the above mentioned project that did not bid on all the items. Please refer to enclosed copy of the Bid Tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid and award as is or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response Monday, May 16 2011 @ 4:00 p.m. or if possible earlier Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: yolanda.velasquez@co.hidalgo.tx.us

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#:_____

Recommendations/Concerns:_____

If you should have any questions or need additional information please let me know.

Annette C. Muniz-Chief Deputy 5/12/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (COUNTY CLERK'S OFFICE)

BID OPENING DATE: MAY 11, 2011 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID:

"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"

BID NO: 2011-087-05-11-YZV | **BUYER:** Yolanda Velasquez

	COMPANY NAME		AMOUNT PAID TO THE COUNTY		USD/LB	UND/TON
	ACKNOWLEDGED	√				
#1	Master Fibers Pharr, Texas		PAPER	LOOSE	0.0125	$25.00
				BAGGED	0.0125	$25.00
				BALED	0.0225	$45.00
			CARDBOARD	LOOSE	0.0075	$15.00
				BAGGED	0.0075	$15.00
				BALED	No Bid	No Bid
			ALUMINUM		No Bid	No Bid
			PLASTIC		No Bid	No Bid
			OTHER		No Bid	No Bid

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RQ

BID OPENING DATE: MAY 11, 2011 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS" HIDALGO COUNTY
BID NO.: 2011-087-05-11-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Master Fibers, Inc. Manuel Arredondo	Email	marredondo@masterfibers.com	04/29/11	103 N. I Road Pharr, Texas 78577 Tel: (956) 783-0774
2.DDI Doug Purl	Email	dougpurl@peoplepc.com	04/29/11	26162 FM 505 La Feria, Texas 78559. Tel: (956) 776-5954
3.Frontier Recycling, INC Kevin Bauer	Email	Dbauer280@aol.com	04/29/11	1226 N. Commerce Street Harlingen, Texas 78550 Tel: (956) 428-7407
4.Greenstar Recycling Tom Beatte	Email	Tom.beatty@greenstar-na.com	04/29/11	2610 McCree Road Garland, Texas 78041 Tel: 214-366-3800
5.City of McAllen Christopher Torres	Email	ctorres@mcallen.net	04/29/11	4201 N. Bensten Road McAllen, Texas 78502 Tel: (956)451-5661
6.Hunter Demolition Jessica	TR	*Called to inquire about type of project after conv. Not interested YZV	04/29/11	Tel: (830) 742-8722
7.				
8.				
9.				
10.				
11.				
12.				

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-087-07-05

THIS CONTRACT is made and entered into this **5th** day of **July, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Master Fibers, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Clerk's Office** ("the Project Manager") or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **July 13, 2011** and expiring on **July 12, 2012** with County's option to extend/renew for an additional one (1) year period, with fixed prices per ton and/or pound. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses,

qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with Copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick up/weight tickets.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: Master Fibers, Inc.
Attn: Manuel Arredondo, Plant Manager
103 North "I" Road
Pharr, Texas 78577

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon sixty (60) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2011.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Hon. Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Hon. Ramon Garcia, County Judge

By:_____
Hon. Arturo Guajardo, Jr., County Clerk

COMPANY: MASTER FIBERS, INC.

By:_____
Printed Name: Manuel Arredondo
Title: Plant Manager

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County

"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED & RECYCLABLE MATERIALS"

Bid № 2011-087-05-11-YZV

Bid Opening Date: **MAY 11, 2011 at 9:30 a.m.**

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Bid Specifications consisting of 3 pages.
4. Exhibit "B" Bid Page consisting of 1 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 Form consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Requirements Agreement consisting of 8 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing Department by calling (956) 318-2626, advise of missing documentation and Purchasing will forward information either through facsimile or by U.S. Mai.

Thank you

Martha L Salazar CPPB
Martha L. Salazar, CPPB, Purchasing Agent

APRIL 25, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

APRIL 25, 2011

_____

_____

_____

_____

RE: Hidalgo County-Request for Bids – **"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"**
RFB Nº 2011-087-05-11-YZV

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-087-05-11	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY-CLERKS DEPARTMENT
"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"
BID OPENING DATE

MAY 11, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS- Hidalgo County-Clerk's Department"** 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-2011-087-00-00-YZV-"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County-Clerks Department"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 11, 2011. 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-2011-087-05-11-YZV-RFB-PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County-Clerks Department".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS -Hidalgo County-Clerks Department"** 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, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MAY 11, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 that 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- 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 awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to 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-CLERKS DEPARTMENT
PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"
BID NO.: 2011-087-05-11-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY

Purchase – Removal and Related Services for Shredded and Recyclable Materials

RFB № 2011-087-05-11-YZV

The Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerks currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE:

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis"**:

SERVICE LOCATIONS and POINT OF CONTACT (POC):

- ***Current Sites:***
  - Records Management Warehouse – 317 N. Closner, Edinburg, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Daniel Yarrito	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Heron Soto	(956) 318-2100 ext. 6109	(956) 292-7000

  - San Carlos Warehouse- E. Sh. 107 & 6th Street San Carlos, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Heron Soto	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Daniel Yarrito	(956) 318-2100 ext. 6109	(956) 292-7000

BIDDER(S) MINIMUM REQUIRMENTS:

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement (Bid) Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.

2. The Bidder shall schedule pick-up on the first and third Monday of the Month unless there is a holiday, which shall then be picked-up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.

3. Bidder(s) must provide a bin in which all material will be placed in and removed by the Bidder.

4. The Bidder must have the ability to pick-up materials from two designated areas and the proper equipment to load the container with the shredded-destroyed material to sell (i.e., forklift, etc.)

5. The Bidder must have the ability to leave a container at either site.

6. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.

7. Bidder must include a copy of the scale ticket.

8. Bidder must also provide the process of what happens to the shredded/destroyed material, once it has left the County's possession.

9. The Bidder must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilizing services.

TERMS AND CONDITIONS:

1. Term of contract is for one (1) year period with the County's option to renew contract for an additional one (1) year term, with fixed prices per ton and/or pound.

2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

3. As consideration for rendering the Services provided for in the Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick-up/weight tickets.

4. This Agreement may be terminated either party without cause upon sixty (60) days written notice.

5. County will seek purchases from state awarded Bidder(s) whenever it is, in its best interest to do so.

6. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s), and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder. In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. Hidalgo County reserves the right to award the bid to multiple bidders if the County determines it is in its best interest to do so.

9. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the county determines it is in its best interest to do so.

10. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of our related to the performance of the contract awarded pursuant hereto.

12. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78530.TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIREIS WILL BE ACDEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us **NO LATER THAN 5:00 P.M., WEDNESDAY,** MAY 04, 2011. **Responses to said inquires will be sent to all applicants via email by no later than 5:00 p.m, FRIDAY,** MAY 06, 2011.

Exhibit "B"

Hidalgo County-Clerks Department

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB № 2011-087-05-11-YZV

BID PAGE

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	LOOSE		
	BAGGED		
	BALED		
CARDBOARD	LOOSE		
	BAGGED		
	BALED		
ALUMINUM			
PLASTIC			
OTHER			

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____ **STATE:**_____ **ZIP CODE:**_____

PHONE №:_____ **FAX №:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____ **EMAIL:**_____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	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 ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS – COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACCIDENT $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

Exhibit "B"

Hidalgo County-Clerks Department

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB № 2011-087-05-11-YZV

BID PAGE

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	LOOSE	$0.0125	$25.00
	BAGGED	$0.0125	$25.00
	BALED	$0.0225	$45.00
CARDBOARD	LOOSE	$0.0075	$15.00
	BAGGED	$0.0075	$15.00
	BALED		
ALUMINUM			
PLASTIC			
OTHER			

RECEIVED
9:41
5-11-11

BIDDER/COMPANY NAME: Master Fibers Inc

ADDRESS: 103 N Veterans Blvd (I Road)

CITY: Pharr **STATE:** Tx **ZIP CODE:** 78577

PHONE №: (956) 783 07 74 **FAX №:** (956) 783 92 91

AUTHORIZED SIGNATURE:

PRINTED NAME: Manuel Arredondo

TITLE: Plant Manager **EMAIL:** manedondo@masterfibers.com

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Private Risk Management - Houston
5555 San Felipe, Suite 1500

Houston TX 77056

CONTACT NAME: Ricky Wong
PHONE (A/C, No, Ext): (832) 476-6528 FAX (A/C, No): (312) 381-0666
E-MAIL ADDRESS: ricky.wong@aon.com
PRODUCER CUSTOMER ID #: 6985

INSURED
Master Fibers, Inc.

1710 E. Paisano

El Paso TX 79901

RECEIVED
FEB 09 2011

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Fire Insurance Com	21113
INSURER B: North River Insurance Company	21105
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: ~~Cert-ID 22378~~ REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			5437157103	1/31/2011	1/31/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			1337305977	1/31/2011	1/31/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			5811002559	1/31/2011	1/31/2012	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4087017441	1/31/2011	1/31/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured on the General Liability and Automobile Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.
Continued on page 2.

CERTIFICATE HOLDER

Hidalgo County
Attn Purchasing Dept
2812 S. Highway 281

Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Private Risk Management Insurance Agency, Inc.

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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
1/18/2011

CERTIFICATE HOLDER:
Hidalgo County
Attn Purchasing Dept
2812 S. Highway 281

Edinburg TX 78539

INSURED:
Master Fibers, Inc.

1710 E. Paisano
El Paso TX 79901

DESCRIPTION OF OPERATIONS CONTINUED:

Waiver of subrogation is granted in favor of the certificate holder as required by written contract but limited to the operations of the insured under said contract, with the respect to the General Liability, Automobile Liability and Workers Compensation, and always subject to the policy terms, conditions and exclusions.

DOC (10/2003)

Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Friday, July 01, 2011 7:52 AM
To: 'Leticia Saenz'
Subject: RE: Review & Approval of Contract#C-11-087-07-05-Master Fibers Inc

The contract is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, June 30, 2011 4:35 PM
To: 'Steve Crain'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Yolanda Velasquez'
Subject: Review & Approval of Contract#C-11-087-07-05-Master Fibers Inc

Mr. Crain-

For your review and approval as to form, attached, please find contract # **C-11-087-07-05** with **Master Fibers, Inc.** for: **"Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis).**

Please be advised this agreement has been placed on the next CC agenda of 07/05/11 for final approval.

Respectively submitted,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

AI-27382 **18.D.**

C-1204-10-C; Javier Carreon v. Hidalgo County

CC REGULAR

Date:	07/05/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

C-1204-10-C; Javier Carreon v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/01/2011 01:54 PM	APRV
2	Auditor's Office		07/01/2011 02:34 PM	NEW
Form Started By: Angela Garcia			Started On: 07/01/2011 01:53 PM	
Final Approval Date: 07/01/2011				

AI-27383 **19.D.**

C-1204-10-C; Javier Carreon v. Hidalgo County

CC REGULAR

Date:	07/05/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

C-1204-10-C; Javier Carreon v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Merlen P. Munoz	07/01/2011 01:56 PM	APRV
2	Auditor's Office		07/01/2011 02:34 PM	NEW
Form Started By: Angela Garcia			Started On: 07/01/2011 01:55 PM	
Final Approval Date: 07/01/2011				