AI-31198 **6. B.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Juan Martinez

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal's Office:
Requesting permission to allow Juan Martinez, Fire Marshal to attend the 2012 Texas Emergency Management Conference in San Antonio, TX, April 1-5, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-422-10-300-001-0-584

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

BUDGETARY IMPACT:

PO#671763 available for registration fee.

Attachments

2012 TX Emerg Mgmt Conf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 02:24 PM
Roland Garcia	Rolando Garcia	03/02/2012 03:03 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Yolanda Orozco Started On: 02/23/2012 02:02 PM

Final Approval Date: 03/02/2012

REGISTRATION APPLICATION ***Texas Emergency Management Conference*** April 2 – 5, 2012 Henry B. Gonzalez Convention Center – San Antonio	(Office Use)

Registration forms will not be accepted after **March 26, 2012.**
(Please register ON SITE after March 26, 2012)

Salutation: (Mr., Ms., Dr., etc.) Mr.		
First Name: Juan	Last Name: Martinez	
Title: Fire Marshal		
Agency/Business: Hidalgo County Fire Marshal		
Address: 1615 S. Closner Suite H		
City: Edinburg	State: Texas	Zip Code: 78539
Phone: (956) 318-2656	Fax: (956) 318-2697	
Email: juan.martinez@co.hidalgo.tx.us		

AFFILIATION: (Please choose **only one**)

O Local Government O State Government O Federal Government O Responder O Staff
⊙ Law Enforcement O Volunteer O Student O Education O Private Industry O Armed Forces
O Speaker - List Event/Subject:_____ **(Fee Waived)**

FEE AMOUNTS:	**PAYMENT TYPES:**
⊙ $150 General Registration	O Check/Money Order #_____
O $35 Armed Forces	O Cash
O $35 Students	

Please mail registration form with payment. Registration will not be accepted without payment.

MAKE PAYMENT TO:	**MAIL TO:**
Texas Emergency Management Conference	Texas Division of Emergency Management P.O. Box 4087 Austin, TX 78765

Questions?

TDEM.CONFERENCE@DPS.TEXAS.GOV

FOR OFFICE USE ONLY: Entered_____ Confirmation email sent: _____ Sent by:_____

Payment Method: _____ Amount:_____ Check/Money Order #:_____

Date received _____ Received By_____

Rev. 02/12

2012 Texas Emergency Management Conference

Henry B. Gonzalez Convention Center
San Antonio, Texas
April 2-5, 2012

Registration

Registration will open in February. The exact date will be posted as soon as possible. Please continue to check this page for more information. The following price will allow attendees unlimited access to all workshops and the exhibit hall.

- Early-Bird: $150.00 **(Available for a limited time.)**
- Student and Military: $35.00
- If you are paying by check or cash, please download this registration form to hold your place.
- Credit card payments can be made once online registration has begun.

Lodging

List of hotels.

General Inquiries

Those requesting more information about the conference please call (512) 424-2138.

Workshops

Those interested in presenting at the conference should contact Melanie Moss, TDEM Planner. Phone: (512) 424-7054. Download the Conference Speakers Guide and Presentation Packet.

Exhibitors

Those interested in exhibiting at the conference should contact Scott Sutherland, TDEM Emergency Management Liaison. Phone: (512) 424-7197. Download the Exhibitor Price Sheet and Floor Map for more information. Contact Mr. Sutherland to let him know what booth space you are interested in. Credit card payments can be made once online registration has begun, or booths can be paid for via check.

About The Conference

The 2012 Texas Emergency Management Conference will be held at the Henry B. Gonzalez Convention Center in San Antonio April 2-5. The conference is sponsored by the Texas Division of Emergency Management and will feature a wide variety of workshops, presentations, training classes, and exhibits. Click here to view past conference presentations.

Conference participants include representatives of law enforcement, border

security and port security, transportation and cyber security, as well as firefighters, emergency medical personnel, Texas Military Forces, voluntary organizations and private sector partners. Attendees also will include officials from higher education, public education, health and medical care and public officials from the local, state and national governments. Representatives of more than 30 state agencies on the Governor's Emergency Management Council and federal officials also will attend.

Additional information on workshops, exhibit opportunities, and other details will be posted here as soon as it becomes available.



Accessibility	Site Policies	TRAIL	TSIEC	Report Fraud, Waste or Abuse	American Recovery and Reinvestment ACT
Outlook Web Access	ETA Time Entry	Texas Homeland Security	Public Information Act	Compact with Texans	Espanol
The Governor's Committee on People with Disabilities	Personnel Complaint Process (Espanol)	Customer Survey
Texas Fusion Center Privacy Policy	texas.gov

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2012 Texas Emergency Management Conference

Lodging

The following hotels have provided accommodations for Texas Emergency Management Conference attendees. Please check with your selected hotel regarding room prices. Some hotels have provided rates that may be above the accepted GSA rate.

Crockett Hotel
Reservations: (210) 225-6500

Drury Inn & Suites Riverwalk
Reservations: (800) 325-0720 (Ref# 2137744)

Drury Plaza Riverwalk
Reservations: (800) 325-0720 (Ref# 2137735)

El Tropicano Riverwalk
Reservations: (877) 214-9768

Emily Morgan Hotel
Reservations: (800) 824-6674 705 E. Houston San Antonio, Tx 78205

Four Points by Sheraton San Antonio Downtown by the Riverwalk
Reservations: (210) 354-1333 (Group code: TED01)

Holiday Inn Express Hotel and Suites – Rivercenter Area
Reservations: (877) 834-3613

Holiday Inn - Market Square
Reservations: (210) 200-3211

Holiday Inn - Riverwalk
Reservations: (877) 834-3613

Hotel Valencia
Reservations: (866) 842-0100

La Quinta Inns & Suites - San Antonio Convention Center
Reservations: 1-866-468-3946 (ask for the Texas State Rate)

St. Anthony Riverwalk Wyndham Hotel
Reservations: (877) 999-3223



Accessibility	Site Policies	TRAIL	TSIEC	Report Fraud, Waste or Abuse	American Recovery and Reinvestment ACT
Outlook Web Access	ETA Time Entry	Texas Homeland Security	Public Information Act	Compact with Texans	Espanol
The Governor's Committee on People with Disabilities	Personnel Complaint Process (Espanol)	Customer Survey
Texas Fusion Center Privacy Policy	texas.gov

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AI-31179 **6. C.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept:
Requesting authorization for three Health & Human Services Dept. - Environmental Division employees to attend an Animal Control Officer Basic Training course from April 2, 2012 to April 6, 2012 in Tyler, TX. The purpose of the course is to obtain required continuing professional education.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-583

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

BUDGETARY IMPACT:

Available balance as of 2-24-12 $5,932.66

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-584

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

BUDGETARY IMPACT:

Available balance as of 2-24-12 $2,560.00

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 04:13 PM
Manuel Chapa	Manuel Chapa	02/24/2012 01:10 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Mike Escaname Started On: 02/22/2012 03:34 PM

Final Approval Date: 03/02/2012

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT: Hidalgo County Health & Human Services

DEPARTURE DATE: 4/2/2012 RETURN DATE: 4/6/2012

TO CITY: Tyler STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Ronnie Ramirez, Rogelio Reyes, Jose Alvarez

TOTAL# OF EMPLOYEES ATTENDING SEM: 3

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To Obtain Basic Animal Control Certification

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: Basic Animal Control Officer Training Course

SPONSORED BY: Texas Department of State Health Services

REGISTRATION CHECK PAYABLE TO: Texas Department of State Health Services

REGISTRATION ADDRESS: 1517 West Front Street
Tyler, TX 75702

SEMINAR START DATE: 4/3/2012

SEMINAR END DATE: 4/5/2012

PURCHSE ORDER NO.

1. REGISTRATION COST PER EMPLOY: $75.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 3
2. REGISTRATION COST PER EMPLOY: NO. OF EMPLOYEES ATTENDING AT THIS RATE:
3. "FREE REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE":

GL ACCT NO.: TOTAL NO. OF EMPLOYEES ATTENDING:

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending	$225.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$225.00
TOTAL 2ND PAGE (B + C + D):	$814.20
GRAND TOTAL (A + B + C + D)	$1,039.20

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	Josie Escalante	383-6221

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Ronnie Ramirez		055498
Rogelio Reyes	Rogelio Reyes	140864
Jose Alvarez	Jose Alvarez	155314

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Hidalgo County Health & Human Services

DEPARTURE DATE: 4/2/2012 RETURN DATE: 4/6/2012

TO CITY: Tyler STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Ronnie Ramirez, Rogelio Reyes, Jose Alvarez

TOTAL# OF EMPLOYEES ATTENDING SEM 3

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: La Quinta Inn & Suites HOTEL PHONE NO: 1-903-561-2223

ADDRESS OF HOTEL: 1601 West Southwest Loop 323 CONFIRMATION NO.(s): 3146226143, 3144044368

Tyler, TX 75701 3138905806

ROOM RATE: $59.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: 4 GENERAL LEDGER ACCT NO:

ROOM RATE: $59.00 TOTAL NO. OF ROOMS: 3

NUMBER OF NIGHTS: 4

ROOM RATE: $59.00 HOTEL TAX RATE: 15.00%

NUMBER OF NIGHTS: 4

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate) $814.20

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO

IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:
required for every group of 4 or less employees traveling.

PHONE NUMBER OF CAR RENTAL COMPANY:

VEHICLE NO. 1 TYPE: VEHICLE NO. 2 TYPE:

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.:

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING: VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . $-

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBER P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY .. . . . . $-

SUBTOTAL (B+C+D) $814.20

COUNTY AUDITOR'S FORM T-2 (08/08)

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/15/12

DEPARTMENT NAME: Health & Human Services

TOTAL NUMBER OF EMPLOYEES TRAVELING: 3

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Ronnie Ramirez, Rogelio Reyes, Jose Alvarez

EVENT INFORMATION

TITLE OF EVENT: Basic Animal Control Officer Training Course

EVENT DATE(S) FROM: 04/03/12 TO: 04/05/12

DEPARTURE DATE: 04/02/12 RETURN DATE: 04/06/12

LOCATION OF EVENT: CIT' Tyler STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

x To obtain statutorily required continuing professional education.

_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

To obtain Basic Animal Control Certification

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$225.00	
Subtotal for Object Code 584	$225.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$-	
4. BUS FARE	$-	
5. RENTAL CAR	$-	
6. GASOLINE/DIESEL/FUEL		
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$-	
9. PARKING		
10. LODGING	$814.20	
11. MEALS	$531.00	
12. OTHER EXPENSES		
Subtotal for Object Code 583	$1,345.20	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$1,570.20	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____

BUS** _____

Rental Car** _____

County Vehicle* x

Private Vehicle* _____

OTHER** (Specif _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

x Trip expenses are necessary and will be incurred for official county business.

x Reasonable efforts to minimize the use of county funds have been explored.

x Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

TRANSMISSION VERIFICATION REPORT

TIME : 02/08/2012 14:57
NAME : HIDALGO CNTY ENVIRO
FAX : 956-383-7351
TEL : 956-383-0110
SER.# : BROK4J135826

DATE,TIME	02/08 14:57
FAX NO./NAME	19035335383
DURATION	00:00:35
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

Texas Department of State Health Services (DSHS), Zoonosis Control (ZC)
Animal Control Officer (ACO) Basic Training Course
Application to Attend

Enrollment based on space availability. Course date you would like to attend: Apr 03-05

(Please Print Clearly)

Name (Mr., Mrs., Ms.) Ronnie Ramirez DOB 12-04-76

Animal Control/Shelter Agency Name Hidalgo County Health Depart.

Mailing Address (Street or PO Box) 1304 S. 25th st. City Edinburg Zip

(Please provide the address where course information/materials and test results should be sent.)

Phone Number (956) 383-0111 Ext. County Hidalgo

Email ronnie.ramirez@nchd.org Fax

Supervisor's Date: 2/8/12 Signature: Elyando Ramos

Mail to:
Texas Department of State Health Services
Zoonosis Control
1517 West Front Street
Tyler, TX 75702

Cost of attending a course is $75.00. Information on how to submit payment will be provided by the Zoonosis Control Regional office. Do not send payment with this application.

Students will be tested over the material

Texas Department of State Health Services (DSHS), Zoonosis Control (ZC)
Animal Control Officer (ACO) Basic Training Course
Application to Attend

Enrollment based on space availability. Course date you would like to attend: Apr 03-05

(Please Print Clearly)

Name (Mr., Mrs., Ms.) Ronnie Ramirez DOB 12-04-76

Animal Control/Shelter Agency Name Hidalgo County Health Depart.

Mailing Address (Street or PO Box) 1304 S. 25th st. City Edinburg Zip

(Please provide the address where course information/materials and test results should be sent.)

Phone Number (956) 383-0111 Ext. County Hidalgo

Email ronnie.ramirez@nchd.org Fax

Supervisor's Date: 2/8/12 Signature: Elyardo Ramos

Mail to:
Texas Department of State Health Services
Zoonosis Control
1517 West Front Street
Tyler, TX 75702

OR FAX to:
903-533-5383

For more information call: 903-533-5212

Cost of attending a course is $75.00. Information on how to submit payment will be provided by the Zoonosis Control Regional office. Do not send payment with this application.

Students will be tested over the material contained in the DSHS *Animal Control Officer Training Manual*. Students should study the entire manual thoroughly prior to attending a course.

Contact your Zoonosis Control Regional office or http://TexasZoonosis.org for further information on the manual and how to obtain a copy.

Texas Department of State Health Services (DSHS), Zoonosis Control (ZC)
Animal Control Officer (ACO) Basic Training Course
Application to Attend

Enrollment based on space availability. Course date you would like to attend: Apr 03-05

(Please Print Clearly)

Name (Mr., Mrs., Ms.) Rogelio Reyes DOB 08-06-79

Animal Control/Shelter Agency Name Hidalgo County Health Depart.

Mailing Address (Street or PO Box) 1304 S. 25th St. City Edinburg Zip

(Please provide the address where course information/materials and test results should be sent.)

Phone Number (956) 383-0111 Ext. County Hidalgo

Email rogelio.reyes@hchd.org Fax

Supervisor's Date: 2/8/12 Signature: Elizardo Ramos J

Mail to:
Texas Department of State Health Services
Zoonosis Control
1517 West Front Street
Tyler, TX 75702

OR FAX to:
903-533-5383

For more information call: 903-533-5212

Cost of attending a course is $75.00. Information on how to submit payment will be provided by the Zoonosis Control Regional office. Do not send payment with this application.

Students will be tested over the material contained in the DSHS *Animal Control Officer Training Manual*. Students should study the entire manual thoroughly prior to attending a course.

Contact your Zoonosis Control Regional office or http://TexasZoonosis.org for further information on the manual and how to obtain a copy.

Texas Department of State Health Services (DSHS), Zoonosis Control (ZC)
Animal Control Officer (ACO) Basic Training Course
Application to Attend

Enrollment based on space availability. Course date you would like to attend: Apr 03-05

(Please Print Clearly)

Name (Mr., Mrs., Ms.) Jose A. Alvarez DOB 09-06-79

Animal Control/Shelter Agency Name Hidalgo County Health Depart.

Mailing Address (Street or PO Box) 1304 S. 25th St. City Edinburg Zip

(Please provide the address where course information/materials and test results should be sent.)

Phone Number (956) 383-0111 Ext. County Hidalgo

Email jose.alvarez@hchd.org Fax

Supervisor's Date: 2-8-12 Signature: Eljardo Ramos Jr

Mail to:
Texas Department of State Health Services
Zoonosis Control
1517 West Front Street
Tyler, TX 75702

OR FAX to:
903-533-5383

For more information call: 903-533-5212

Cost of attending a course is $75.00. Information on how to submit payment will be provided by the Zoonosis Control Regional office. Do not send payment with this application.

Students will be tested over the material contained in the DSHS *Animal Control Officer Training Manual*. Students should study the entire manual thoroughly prior to attending a course.

Contact your Zoonosis Control Regional office or http://TexasZoonosis.org for further information on the manual and how to obtain a copy.

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1-800-SLEEPLQ (753-3757)

Member # Password Password? SIGN IN or JOIN NOW!

La Quinta Returns is the rewards program you've been waiting for. Learn more **about the benefits now.**

RESERVATION DETAILS

Need a Rental Car? Visit Advantage Rent-A-Car **now to get the right vehicle at the right price.**

Thank you for choosing La Quinta Inn and Suites. Your reservation details are listed below.
Add to Calendar Printer Friendly Page Email this page to a friend Book another room at this hotel Add to my "Favorite Hotels" Change Reservation

CONFIRMATION NUMBER(S):
3146226143
3144044368
3138905806

Hotel Reservation Information

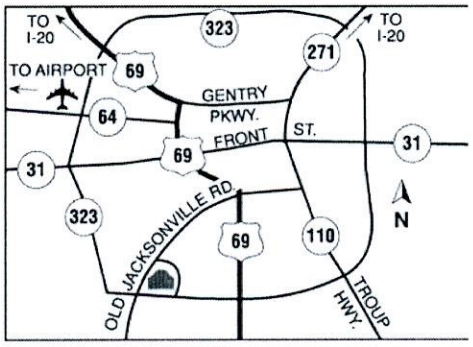
HOTEL
La Quinta Inn
Tyler
1601 West Southwest Loop 323
Tyler, TX 75701-8533
1-903-561-2223

Directions:
Hwy. 69 S-bound from Dallas or Shreveport: turn right on Loop 323, travel 7 mi. Hwy. 69 N-bound from Jacksonville Rusk area: turn left on Loop 323, travel 1 mi.

TRAVEL DATES
Check-in: 04/02/2012
Check-out: 04/06/2012
Nights: 4

ROOM INFORMATION
Number of Rooms: 3 Room(s)
Number of Adults: 3 Adult(s)
Number of Children: 0 Child(ren)
Room Type: One King Bed
Rate Type: Texas State Rate ID Required TX State or Affiliated ID Required. TXSTAT10 for alternate discount, non commissionable
Rate Description:
Room Rate: 59.00 USD
Total Amount: 708.00 USD + tax
(Total Amount displayed does not include applicable taxes or fees)

La Quinta Inn Tyler



GET ADDITIONAL DRIVING DIRECTIONS

Customer Information

Name: Jose Alvarez
Address: 1304 S 25th St.
City, ST ZIP: Edinburg, TX 78539
Email Address: jose.alvarez@hchd.org

BILLING INFORMATION
Credit Card Type: MasterCard
Credit Card Number: **********3427
Expiration Date: 07/2012



ROOM DESCRIPTION
One King Bed

- NEW! Samsung flat-panel TV with 30 channels of HD programming
- "Plug-and-Play" TV feature makes it simple to connect electronics
- Free High-Speed Internet Access
- Free Bright Side Breakfast®
- Bright Morning Pillow Top Beds
- Convenient Work Desk
- Coffee Maker
- Hairdryer
- Iron w/Ironing Board
- Free Local Calls

- Alarm Clock

DEPOSIT/GUARANTEE/CANCELLATION POLICY
DEP CREDIT CARDS: AX CB DC DS MC VS VI CA CANCEL BY 6PM 02APR12 LOCAL PROPERTY TIME TO AVOID PENALTIES.For reservations cancelled within the stated cancellation policy period that include free night(s) redeemed with La Quinta Returns points, you must contact the Returns Service Center at 1-800-642-4258 to have your points restored to your account.

Whether you're traveling on business, a leisure getaway, or a family vacation, La Quinta has the right hotel accommodations for you. Take advantage of free Internet access, free breakfast, and comfy beds offered at La Quinta Inns & Suites. You'll find the best rates online, the widest variety of room options, the most reliable hotel info, and more on LQ.com. Thank you for considering La Quinta Inns & Suites for your hotel travel plans!

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RESERVE WITH CONFIDENCE:

BBB ACCREDITED BUSINESS

McAfee SECURE TESTED DAILY 15-FEB

FIND HOTELS IN TOP-SEARCHED CITIES:

San Antonio Hotels	Orlando Hotels	Austin Hotels	Houston Hotels
New York Hotels	Miami Hotels	Seattle Hotels	Albuquerque Hotels
Denver Hotels	Dallas Hotels	San Diego Hotels	Tampa Hotels
Las Vegas Hotels	Galveston Hotels	South Padre Island Hotels	Chicago Hotels

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AI-31175 **6. D.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept:
Requesting authorization for Health & Human Services Dept. - Environmental Division employee to attend an Advanced Animal Cruelty Investigations course from March 6, 2012 to March 7, 2012 in San Benito, TX. The purpose of the course is to obtain required continuing professional education.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-584

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

BUDGETARY IMPACT:

Requistion #211751 for registration fee.

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 04:12 PM
Manuel Chapa	Manuel Chapa	02/24/2012 10:56 AM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Mike Escaname Started On: 02/22/2012 03:15 PM

Final Approval Date: 03/02/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/15/12

DEPARTMENT NAME: Health & Human Services

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Todd Buster

EVENT INFORMATION

TITLE OF EVENT: Advance Animal Cruelty Investigations

EVENT DATE(S) FROM: 03/06/12 TO: 03/07/12

DEPARTURE DATE: 03/06/12 RETURN DATE: 03/07/12

LOCATION OF EVENT: CIT San Benito STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

x To obtain statutorily required continuing professional education.

_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

To obtain CEU's Hours to renew Animal Control License

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$225.00	
Subtotal for Object Code 584	$225.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$-	
4. BUS FARE	$-	
5. RENTAL CAR	$-	
6. GASOLINE/DIESEL/FUEL		
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$-	
9. PARKING		
10. LODGING		
11. MEALS		
12. OTHER EXPENSES		
Subtotal Code 583	$-	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$225.00	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____

BUS** _____

Rental Car** _____

County Vehicle* x

Private Vehicle* _____

OTHER** (Specif _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

x Trip expenses are necessary and will be incurred for official county business.

x Reasonable efforts to minimize the use of county funds have been explored.

x Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Hidalgo County Health & Human Services

DEPARTURE DATE: 3/6/2012 RETURN DATE: 3/7/2012

TO CITY: San Benito STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Todd Buster

TOTAL# OF EMPLOYEES ATTENDING SEM 1

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: _____ HOTEL PHONE NO: _____

ADDRESS OF HOTEL: _____ NFIRMATION N0.(s): _____

_____ _____

ROOM RATE: _____ PURCHASE ORDER NO. _____

NUMBER OF NIGHTS: _____ GENERAL LEDGER ACCT NO: _____

ROOM RATE: _____ TOTAL NO. OF ROOMS: 3

NUMBER OF NIGHTS: _____

ROOM RATE: _____ HOTEL TAX RATE: _____

NUMBER OF NIGHTS: _____

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate) $-

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO _____ IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed. _____

NAME OF CAR RENTAL COMPANY: _____

ADDRESS OF CAR RENTAL COMPANY: _____
required for every group of 4 or less employees traveling. _____

PHONE NUMBER OF CAR RENTAL COMPANY: _____

VEHICLE NO. 1 TYPE: _____ VEHICLE NO. 2 TYPE: _____

DAILY CAR RATE: _____ DAILY CAR RATE: _____

NUMBER OF DAYS: _____ NUMBER OF DAYS: _____

CONFIRMATION NO.: _____ CONFIRMATION NO.: _____

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING: _____ VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING: _____

PURCHASE ORDER NO. _____ GL ACCT NO: _____

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . $-

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY: _____

ADDRESS OF AIRLINE COMPANY: _____

_____

PHONE NO. OF AIRLINE COMPANY: _____ CONFIRMATION NO.: _____

ROUND TRIP AIRFARE PER PERSON: _____ _____

NUMBER OF TRAVELERS: _____ _____

GENERAL LEDGER ACCOUNT NUMBER _____ P.O. NO. _____

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY .. . . . . $-

SUBTOTAL (B+C+D) $-

COUNTY AUDITOR'S FORM T-2 (08/08)

REOTE COURSE FLYER

TEXAS ACADEMY of ANIMAL CONTOL

DSHS-TACA – TCLEOSE APPROVED CE TRAING COURSE HOSTED BY

CAMERON COUNTY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

979/542-5010

~~542~~

542-4969

ADVANCED ANIMAL CRUELTY INVESTIGATIONS

COURSE OFFERED

TUE 06 - WED 07 MARCH 2012

COURSE DATES

CLASS BEGINS PROMPTLY AT 08:30

San Benito CO. Annex

1390 W. Expressway 83, San Benito, TX

COURSE LOCATION

TUITION $250- $225 EARLY REGISTRATION BY 24 FEB

REGISTRATION DEADLINE IS 0 NARCH

REGISTER AT: register@txacademyaco.com

Full Name, L4SS#, Department, Name , Date & Location of Class

CLASS REQUIRIES 15 STUDENTS TO MAKE, LIMITED TO 50

Manuals & Certificates provided

Chief Alan Spence & Amy Perrenot Instructors

You may have taken a number of animal cruelty Investigation courses in the past, but we assure you, you have never taken one like this. The **TAACO ADVANCED ANIMAL CRUELTY INVESTIGATIONS COURSE** is like no other. It is a full 16 hours of in depth training in, Criminal & Civil Law, pertaining to animal cruelty due to either neglect or malicious intent**. Blood sports** (dog & cock fighting) are covered, as well as **pet hording/collecting.** Every aspect of animal cruelty and/or abuse is covered.

A substantial block on animal **health and nutrition** (small and large) is also included. This allows the officer to better educate the offender to possibly gain compliance rather than having to seize the animals. **Animal condition scoring** and veterinary evaluations are covered. With the dramatic increase in large animal (particularly Equine) neglect and cruelty, an in depth block of **large animal anatomy, health and nutrition** is included. We have never seen this in any other ACI course attended. Most students learn more about cruelty of equine/bovine here, than anywhere else in their career training.

Familiarization with **all the REQUIRED legal documents/paperwork** to properly file an animal cruelty case is included. Once this course in completed the student will be able to put together a complete PROSECUTABLE animal cruelty case, from start to finish. **ACOs or POs** can use the knowledge to prepare a case ready for adjudication. We provide the student with complete manual, copies (hard & electronic) of all the documents needed to file the case, and technical/personal assistance. If needed, we can be available onsite for further assistance. The tuition includes a copy of our **TEXAS ANIMAL LAW BOOK (a $40.00 value) for future reference.**

*We strongly recommend this course for all **ACOs, POs, Judges, especially municipal & JPs.** Rescue groups are also eligible to attend this class. This way EVERYONE involved is on the same page in working an ACI case, and it makes the process much easier on everyone in preparing and adjudicating the case.*

From: register@txacademyaco.com
To: Todd Buster
Date: Monday, February 06, 2012 4:02:13 PM
Subject: RE: Advanced Animal Cruelty Investigations

Greetings from the Texas Academy of Animal Control Officers.

Todd Buster, this is your registration confirmation for the **March 6-7 2012, Advanced Animal Cruelty Investigation course in San Benito TX.**

Uniforms or appropriate casual wear are required. Class starts promptly at 08:30 each morning.

PAYMENT IS DUE BY CLASS DATE. Make checks payable to TAACO and mail them in, or send them to class with the registered student; or pay by credit card over the phone or via Paypal. If you need a receipt, please let us know ahead of time so we can get one to you.

If possible, please bring a shoulder patch from your city or county department for our collection.

Thank you for choosing TAACO for your professional ACO training needs. We look forward to having you in our class.

Leslie Hodges
Texas Academy of Animal Control Officers
"Professional Humane Law Enforcement Training"
979/542-5010 - 877/700-2261

> -------- Original Message --------
> Subject: Advanced Animal Cruelty Investigations
> From: "Todd Buster" <todd.buster@mail.hchd.org>
> Date: Mon, February 06, 2012 2:58 pm
> To: <register@txacademyaco.com>
>
> Name : Todd Buster
> L4SS # :
> Department : Hidalgo County Health Department
> Name : Advance Animal Cruelty Investigations
> Dates : March 6, 2012 and March 7, 2012
> Location of Class : 1390 West Expressway 83, San Benito, Texas

Requisition

Req # 00211751

PO #

Date: 02/22/12

Bill To: x
x

Vendor : 393541
BUSTER, TODD
C/O HEALTH DEPT.

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **JOSIE ESCALANT**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	MEETING: ADVANCED ANIMAL CRUELTY INVESTIGATIONS LOCATION: CO ANNEX 1390 W. EXPRESSWAY 83, SAN BENITO, TX DATE: MARCH 6 & 7, 2012	225.00	225.00
		Account No	Encumbrance	
		2-1100-441-00-340-001-0-584	225.00	
			Freight	.00
			Total	225.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-31117 **6. E.**

CC REGULAR

Meeting Date: 03/06/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Elections:
Requesting permission to advertise/hire for the following:

Title	Slot #
Data Entry Clerk 1	(Temporary) T-123
Data Entry Clerk 1	(Temporary) T-126
Data Entry Clerk 1	(Temporary) T-127

BACKGROUND

Attachments

HR Requisition
Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:20 PM
Roland Garcia	Rolando Garcia	03/02/2012 11:05 AM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Monica Badillo Started On: 02/16/2012 12:57 PM

Final Approval Date: 03/02/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Elections Department

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Data Entry Clerk I (Temporary)

☐ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO_____

DEPT NO 130 POSITION/SLOT NO T-123, T-126 & T-127

ADVERTISED SALARY: $17,636 OTHER COMPENSATION: _____ COMPENSATION TYPE:_____

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: 101 South 10th Ave., Edinburg, TX. Monday - Friday, 8am - 5pm unless otherwise required by elections.

CONTACT PERSON: Melissa Alvarez EXTENSION / PHONE NO: 5709

Department Head or Elected Official — Date: 3-2-12

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

DATA ENTRY CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level data entry work. Work involves entering data and maintaining files and documentation; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs repetitive data entry and verification of data files

Performs editing and maintenance of data files

Transcribes source documents to machine-acceptable formats

Prepares formatting programs for simple applications and corrects entry errors

May provide clerical support

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in data entry work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures

Ability to detect and resolve error conditions and to select and transcribe data

Type 35 wpm

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, 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 25 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 encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- 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 a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-31277 **6. F.**

CC REGULAR

Meeting Date: 03/06/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of 2012 Texas Music Educators Association Convention All-State Winners

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 02:03 PM
Erika Zamora	Erika Zamora	03/01/2012 04:37 PM
Auditor's Office	Arcilia Duran	03/01/2012 04:58 PM
Purchasing Department	Marty Salazar	03/02/2012 12:01 PM

Form Started By: Monica Badillo Started On: 02/29/2012 01:29 PM

Final Approval Date: 03/02/2012

AI-31316 **7. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Valde Guerra

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to make payment of invoice, dated 2/22/2012, for Montalvo Insurance Agency, in the amount of $338.00, for the adjustment of the County Wide Commercial Property Policy #35834670, due to the deletion of a basketball court and the addition of the Faysville pump structure and fencing to said policy in 2012. Request authority for County Treasurer to issue a check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-00-125-009-0-521

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

BUDGETARY IMPACT:

Funding available for payment in the amount of $338.00 as of 3/2/12. Total available balance $483,717.18.

Attachments

Montalvo Adjustment for Property

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 09:51 AM
Erika Zamora	Erika Zamora	03/02/2012 10:43 AM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Dale Kennan Started On: 03/02/2012 09:26 AM

Final Approval Date: 03/02/2012

Invoice
2/22/12

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Hidalgo County**
PO Box 1356
Edinburg, TX 78540

Property Location: Wilson Ave & Frontage 281, Edinburg, TX

Type of Coverage: Commercial Property	
Policy Change: Adding Building and Contents Coverage	
Company: Chubb – Federal Insurance Company	
Policy #35834670	
Term: 01/01/2011 – 01/01/2012	
Premium:	**$338.00**
Total Premium:	**$338.00**

The policy has been amended per the enclosed endorsement.

Payment due upon receipt.
Thank you for your business!

CHUBB

Customarq Series
Customarq Classic Insurance Program

Premium Bill

Policy Period	JANUARY 1, 2011 TO JANUARY 1, 2012
Effective Date	AUGUST 10, 2011
Policy Number	3583-46-70 DAL
Insured	HIDALGO COUNTY
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	FEBRUARY 14, 2012

Portion of total premium attributable for terrorism and statutory standard fire where applicable is included

PLEASE SEND PAYMENT TO AGENT OR BROKER.

Date Payment Due	*Additional Premium*
AUGUST 10, 2011	$ 338.00
TOTAL	$ 338.00

WHEN SENDING PAYMENT, PLEASE INDICATE POLICY NUMBER ON YOUR CHECK.

NOTE: PLEASE RETURN THIS BILL WITH PAYMENT AND INCLUDE ANY ADDITIONAL CHANGES.

Producer:
APEX INSURANCE AGENCY INC DBA APEX INSURANCE SERV.
404 EAST RAMSEY, STE 114
SAN ANTONIO, TX 78216-0000

Aida Alvarez

From: Jessie Villarreal [jessie@montalvoinsurance.com]
Sent: Wednesday, February 22, 2012 4:43 PM
To: Aida Alvarez
Subject: Hidalgo Co #3583-46-70 ENDORSEMENT: 8-10-11
Attachments: Hidalgo Co Eff 8-10-11.PDF; doc00153520120222163519.pdf

Aida,

The enclosed endorsement is eliminating the basketball court and including coverage for the Faysville pump structure. This endorsement becomes part of the policy. Please retain it for your records and remit the premium due.

Thank you!

Jessie Villarreal

MONTALVO INSURANCE AGENCY

ALL FORMS OF INSURANCE

Jessie Villarreal
208 S. Texas Blvd. | Weslaco, Texas 78596
Ph#: (956) 968-5521 | Fax#: (956)969-9198
jessie@montalvoinsurance.com

AI-31331 **8. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #1:
Discussion, consideration and approval of appointment of Deputy Constables by Constable Celestino Avila Jr., Constable Precinct 1 in accordance with Texas Local Government Code 86.011 as follows:
1. Jaime Cano
2. Salvador Quiroz Jr.

BACKGROUND

Attachments

local government code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 03:01 PM
Rosalinda Cantu	Rosie Cantu	03/02/2012 03:27 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Monica Badillo Started On: 03/02/2012 02:55 PM

Final Approval Date: 03/02/2012

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

AI-31238 **8. B.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Blanca, Chief Deputy

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #1:
Requesting Approval and Authorization to submit the 2011 Chapter 59 Asset Forfeiture Audit Report as requested by the Attorney General of Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary/fiscal impact.

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 08:00 AM
Rosalinda Cantu	Rosie Cantu	02/29/2012 01:07 PM
Auditor's Office	Arcilia Duran	03/02/2012 09:29 AM
Purchasing Department	Marty Salazar	03/02/2012 12:01 PM

Form Started By: Monica Badillo Started On: 02/27/2012

Final Approval Date: 03/02/2012

RECEIVED BY
COUNTY AUDITOR

2012 FEB 1 PM 4 04

FY 2011

CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Pct. 1

Agency Mailing Address: 1902 Joe Stephens
Suite 303
Weslaco, TX 78596

Phone Number: (956) 447-3775

County: Hidalgo

Email Address: hccp1@co.hidalgo.tx.us (This should be a permanent agency email address)

Reporting Period: (local fiscal year) 1/1/11 thru 12/31/11

example: 01/01/11 to 12/31/11, 09/01/10 to 08/31/11 etc.

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A)	Beginning Balance: **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.	$ 0
B)	Seizures During Reporting Period: **Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	
	1) Amount seized and retained in your agency's custody.	$ 0
	2) Amount seized and transferred to the District Attorney pending forfeiture.	$ 0
C)	Interest Earned on Seized Funds During Reporting Period: **Instructions:** Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$ 0
D)	Amount Returned to Defendants/Respondents:	$ 0
E)	Amount Transferred to Forfeiture Account: **Instructions:** Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.	$ 0
F)	Ending Balance: **Instructions:** Add lines A, B(1), and C, subtract lines D and E, put total in line F.	$ 0

II. FORFEITED FUNDS

A)	Beginning Balance: **Instructions:** Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.	$ 0
B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: **Instructions:** Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	$ 0
C)	Interest Earned on Forfeited Funds During Reporting Period : **Instructions:** Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$ 0
D)	Proceeds Received by Your Agency From Sale of Forfeited Property: **Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	$ 660.00
E)	Total Expenditures of Forfeited Funds During Reporting Period: **Instructions:** From Total on Section VI.	$ 0
F)	Ending Balance: Instructions: Add lines A through D, subtract line E, place total in line F.	$ 660.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	0	0	0	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0	0
5) Other Property - Description: _____	0	0	0	0
Other Property -Description: _____	0	0	0	0
Other Property -Description: _____	0	0	0	0

IV. **FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	0
B)	Real Property (the number of separate parcels of property, not a currency amount):	0
C)	Computers (the number of computers, not a currency amount):	0
D)	Firearms (the number of firearms, not a currency amount):	0
E)	Other (the number of items, not a currency amount):	0

V. **FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY**

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	0
B)	Real Property (the number of separate parcels of property, not a currency amount:	0
C)	Computers (the number of computers, not a currency amount):	0
D)	Firearms (the number of firearms, not a currency amount):	0
E)	Other (the number of items, not a currency amount):	0

VI. **EXPENDITURES**

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)	**SALARIES**	0	
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	$ 0	
2.	Salary Budgeted Solely From Forfeited Funds:	$ 0	
3.	Number of Employees Paid Using Forfeiture Funds:		
	TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		$ 0

B)	**OVERTIME**		
1.	For Employees Budgeted by Governing Body:	$ 0	
2.	For Employees Budgeted Solely out of Forfeiture Funds:	$ 0	
3.	Number of Employees Paid Using Forfeiture Funds:		
	TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		$ 0

C)	EQUIPMENT		
1.	Vehicles:	$ 0	
2.	Computers:	$ 0	
3.	Firearms, Vests, Personal Equipment:	$ 0	
4.	Furniture:	$ 0	
5.	Software:	$ 0	
6.	Maintenance Costs:	$ 0	
7.	Uniforms:	$ 0	
8.	K9 Related Costs:	$ 0	
9.	Other (Provide Detail on Additional Sheet):	$ 0	
	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:		$ 0

D)	SUPPLIES		
1.	Office Supplies:	$ 0	
2.	Cellular Air Time :	$ 0	
3.	Internet:	$ 0	
4.	Other (Provide Detail on Additional Sheet) :	$ 0	
	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:		$ 0

E)	TRAVEL		
1.	Total In State Travel	$ 0	
	a) Lodging:	$ 0	
	b) Air Fare:	$ 0	
	c) Meals (including per diem):	$ 0	
	d) Car Rental:	$ 0	
2.	Total Out of State Travel	$ 0	
	a) Lodging:	$ 0	
	b) Air Fare:	$ 0	
	c) Meals (including per diem):	$ 0	
	d) Car Rental:	$ 0	
3.	Fuel:	$ 0	
4.	Parking:	$ 0	

5.	Other (Provide Detail on Additional Sheet):	$ 0	
	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		$ 0

F)	**TRAINING**		
1.	Fees (Conferences, Seminars):	$ 0	
2.	Materials (Books, CDs, Videos, etc.):	$ 0	
3.	Other (Provide Detail on Additional Sheet):	$ 0	
	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		$ 0

G)	**INVESTIGATIVE COSTS**		
1.	Informant Costs:	$ 0	
2.	Buy Money:	$ 0	
3.	Lab Expenses:	$ 0	
4.	Other (Provide Detail on Additional Sheet) :	$ 0	
	TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ 0

H)	**TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE**		
1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (I), (j):	$ 0	
2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	$ 0	
	TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (I), (j), (n), (o)):		$ 0

I)	**FACILITY COSTS**		
1.	Building Purchase:	$ 0	
2.	Lease Payments:	$ 0	
3.	Remodeling:	$ 0	
4.	Maintenance Costs:	$ 0	
5.	Utilities:	$ 0	
6.	Other (Provide Detail on Additional Sheet):	$ 0	
	TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ 0

J)	**MISCELLANEOUS FEES**		
1.	Court Costs:	$ 0	
2.	Filing Fees:	$ 0	

3.	Insurance:	$ 0	
4.	Witness Fees:	$ 0	
5.	Audit Costs and Fees:	$ 0	
6.	Other (Provide Detail on Additional Sheet):	$ 0	
	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:		$ 0

K)	**TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:**	$ 0
L)	**TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):**	$ 0
M)	**TOTAL EXPENDITURES:**	$ 0

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY MANAGER (Printed Name): County Judge Ramon Garcia

SIGNATURE:

DATE: 1-31-2012

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): Celestino Avila Jr., Constable

SIGNATURE:

DATE: 01/31/2012

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

AI-31163 **8. C.**

CC REGULAR

Meeting Date: 03/06/2012

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3:
Presentation and discussion of 2011 Racial Profiling Report as presented by Hidalgo County Constable Precinct 3 Department in accordance with Article 2.134 of the Texas Code of Criminal Procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary/ fiscal impact.

Attachments

2011 Racial Profiling Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 08:00 AM
Rosalinda Cantu	Rosie Cantu	02/24/2012 11:47 AM
Auditor's Office	Arcilia Duran	02/28/2012 04:43 PM
Purchasing Department	Marty Salazar	02/29/2012 04:20 PM

Form Started By: Rachel Cavazos Started On: 02/21/2012 04:55 PM

Final Approval Date: 02/29/2012

Hidalgo County Constable Department Pct.3

Annual Racial Profiling Report

01/01/11 ---- 12/31/11

(I) Introduction

(II) Background

Opening Statement

CONSTABLE PRECINCT

LAZARO "LARRY" GALLARDO, JR.

01/24/2012

Commissioner's Court
Valde Guerra, Executive Officer
2818 S. Business Hwy. 281
Edinburg, Texas 78539

Since January 1, 2003, the Hidalgo County Constable Department Pct. 3 in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting Deputy contact data for the purpose of identify and responding (if necessary) to concerns regarding racial profiling practices. It is my hope that the findings provided in this report will serve as evidence that the Hidalgo County Constable Department Pct. 3 continues to strive towards the goal of maintaining strong relations with community.

In this report, the reader will encounter several sections designed at providing background information on the rationale and objectives of the Texas Racial Profiling Law. Other sections contain information relevant to the institutional policies adopted by the Hidalgo County Constable Department Pct. 3 banishing the practice of racial profiling among its officers.

The final components of this report provide statistical data relevant to the public contacts made during the period 01/1/11 and 12/31/11. The analysis of the data and recommendations for future areas of research are also included. It is my sincere hope that the channels of communications between county leaders and the Hidalgo County Constable Department Pct. 3 Continue to strengthen as we move forward to meet the challenges of the near future.

Sincerely,

Lazaro Gallardo, Jr.
Constable Pct. 3

Office: (956) 581-6800 • Fax: (956) 519-4245
730 N. Breyfogle Suite B • Mission, Texas 78572

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Deputies Contact Data
Annual Report
January 1, 2011 ---- December 31, 2011

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b) Table of Content
c) The Texas Law on Racial Profiling
d) Outline of Requirements Introduced by The Texas Racial Profiling Law

(II) Background

a) Constable Department Pct. 3 General Orders/Procedures
b) Report on Inventory/ Usage of Video/ Audio Equipment in Police Vehicles

(III) Responding to the Texas Racial Profiling Law

a) Institutional Policy on Racial Profiling
b) Implementation of Complaints Process Addressing Allegations of Racial Profiling Practices
c) Training Administered to Law Enforcement Personnel
d) Tables Depicting Deputies Contact Information (01/1/11---12/31/11).
e) Reports on Complaints (if any) Filed Against Deputies for Violating Racial Profiling Policy

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a) Summary Statement Regarding Findings
b) Recommendations Addressing Issues of Concern
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The Texas Law on Racial Profiling

AN ACT

relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual

who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax

effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~(7)~~] the date of conviction; and

(9) [~~(8)~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as

added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001.

President of the Senate Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

_____

Date

_____

Governor

Texas Racial Profiling Law Requirement

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of ***what*** must be accomplished by an agency but allows wide latitude in determining ***how*** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an " agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for "tier one" data for traffic stops in which a citation results are:

1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
3) whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops. Tier two data include:

1) the detained person's gender and race or ethnicity;
2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
3) whether a search was conducted, and if so whether it was based on consent or probable cause;
4) facts supporting probable cause;
5) the type, if any, of contraband that was collected;
6) disposition of the stop, e.g., arrest, ticket, warning, or release;
7) location of stop; and
8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary
None

Standard 6
Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary
The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7
Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary
Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

General Order

Hidalgo County Constable Department Pct. 3
General Order

The following section established the mission, vision, goals, objectives, oath, ethics, and employment practices of the Hidalgo County Constable Department Pct. 3. Each of these components is reviewed on an annual basis in order to ensure it adequately addresses the emerging needs of the department, Hidalgo County Precinct 3, and the residents of the Hidalgo County Precinct 3 community.

Mission

The Hidalgo County Constable Department Pct. 3 will always strive to provide the highest quality service, preserving human rights, lives, and property, while attempting to achieve the mission goals of the department, the precinct, and the community. In the Hidalgo County Constable Department Pct. 3, we are committed to the highest professional standards, working in partnership with our citizens to problem solve and meet the challenges of reducing crime, creating a safer environment, and improving the community members' quality of life.

Vision

We, the men and woman of the Hidalgo County Constable Department Pct. 3, are committed to excellence in leadership, providing progressive and proactive services, developing community partnerships, and building for a better future.

Values

We, the members of the Hidalgo County Constable Department Pct. 3, value the following in our members and our organization:

- Honesty
- Professionalism
- Integrity
- Compassion
- Cultural Diversity

Oath of Office

Each member and volunteer of the Hidalgo County Constable Department Pct. 3 shall subscribe to and abide by the Oath of Office:

I _____ do solemnly swear or affirm that I will faithfully execute the duties of a Deputy Constable of the Hidalgo County Constable Department Pct. 3, Hidalgo County. Texas, and will to the best of my ability preserve, protect and defend the Constitution and the Laws of the United States, and of this State, and I furthermore solemnly swear or affirm that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute, any money or valuable thing to receive my appointment.

So Help Me God.

Upon swearing to the Oath of Office, a signed copy is placed in the employee's personal file.

Code of Ethics

Each member of the Hidalgo County Constable Department Pct. 3 shall subscribe to and abide by the Code of Ethics:

As a Law Enforcement Officer, my fundamental duty is to serve humanity; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional Rights of all people to liberty, equality and justice.

I will keep my private life unsullied as an example to all; maintain courageous calm in the of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the of the welfare of other. Honest in obeying the laws of the land and the regulations of my Department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the Performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to ethics of Law Enforcement. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession ... Law Enforcement.

The newly sworn member shall be given one copy of the Code of Ethics.

Equal Opportunity/Affirmative Action

The Hidalgo County Constable Department Pct. 3 is to be fair and impartial in all of its relations with its employees or applicants for employment while adhering to the concept of equal employment opportunity and affirmative actions as a necessary element of basic merit system principles. In order to achieve this goal, the Hidalgo County Constable Department Pct. 3 herby reaffirms its official policy that discrimination on the basis of sex, race, color, religion, national origin, age, mental or physical handicap, disabled or veteran status is prohibited by all employees of the Hidalgo County Constable Department Pct. 3. This policy will apply and is not limited to recruitment, promotion, hiring, layoff, termination, demotion, transfer, training, rates of pay, fringe benefits, or other forms of compensation, use of facilities, and other terms, conditions and privileges of employment for all job classifications. The Hidalgo County Constable Department Pct. 3 will take the necessary steps in its employment policies, practices and procedures and make reasonable accommodations in order to assure that appropriate equal employment opportunities are available to all persons.

Policy on Usage of Video/Audio Equipment

CONSTABLE PRECINCT 3
LAZARO "LARRY" GALLARDO JR.

Racial Profiling Policy

Policy A

(with Cameras)

I. PURPOSE

The purpose of the policy is to reaffirm the Hidalgo County Constable Pct3 Police Department's commitment to unbiased policing in all its encounters between officer and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

II. POLICY

It is the policy of this department to police in a proactive manner and, to aggressively investigate suspected violations of law. Officers shall actively enforce state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers or pedestrians.

Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude officers from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

http://www.shsu.edu/~lemit/Racial%20Profiling.htm 9/5/2003

Office: (956) 581-6800 • Fax: (956) 424-0376 • PO Box 2096 • Mission, TX 78573
W. Loop 374 (Bus. 83) & Hwy. 83 • Peñitas, TX 78576

III. DEFINITIONS

Racial Profiling – **A law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.**

Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants or other citizen contacts.

The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling. Examples of racial profiling include but are not limited to the following:

a. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity or national origin.

b. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.

c. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.

A law enforcement agency can derive at two principles from the adoption of this definition of racial profiling:

1. Police may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, while police may use race in conjunction with other known factors of the suspect.

2. Law enforcement officers may not use racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.

Race or Ethnicity – **Of a particular decent, including Caucasian, African, Hispanic, Asian, or Native American.**

Pedestrian Stop – **An interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.**

Traffic Stop – A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

IV. TRAINING

Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

All officers shall complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, shall complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

The chief of police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on racial profiling.

An individual appointed or elected as a police chief before the effective date of this Act shall complete the program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

V. COMPLAINT INVESTIGATION

A. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.

B. Any employee who receives an allegation of racial profiling, including the officer who initiated the stop, shall record the person's name, address and telephone number, and forward the complaint through the appropriate channel or direct the individual(s). Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of racial profiling to their superior before the end of their shift.

C. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaints will be acknowledged in writing to the initiator who will receive disposition regarding said complaint within a reasonable period of time. The investigation shall be reduced to writing and any reviewer's comments or conclusions shall be filed with the chief. When applicable, findings and/or suggestions for disciplinary action, retraining, or changes in policy shall be filed with the chief.

D. If a racial profiling complaint is sustained against an officer, it will result in appropriate corrective and/or disciplinary action, up to and including termination.

E. If there is a departmental video or audio recording of the events upon which a complaint of racial profiling is based, upon commencement of an investigation by this department into the complaint and written request of the officer made the subject of the complaint, this department shall promptly provide a copy of the recording to that officer.

VI. PUBLIC EDUCATION

This department will inform the public of its policy against racial profiling and the complaint process. Methods that may be utilized to inform the public are the news media, radio, service or civic presentations, the Internet, as well as governing board meetings. Additionally, information will be made available as appropriate in languages other than English.

VII. CITATION DATA COLLECTION & REPORTING

An officer is required to collect information relating to traffic stops in which a citation is issued. On the citation officers must include:

1. the violators race or ethnicity;

2. whether a search was conducted;

3. was the search consensual; and

4. arrest for this cited violation or any other violation.

By March of each year, the department shall submit a report to their governing board that includes the information gathered by the citations. The report will include:

1. a breakdown of citations by race or ethnicity;

2. number of citations that resulted in a search;

3. number of searches that were consensual; and

4. number of citations that resulted in custodial arrest for this cited violation or any other violation.

Not later than March 1st of each year, this department shall submit a report to our governing body containing this information from the preceding calendar year.

VIII. USE OF VIDEO AND AUDIO EQUIPMENT

Peace officers and this department are exempt from the compilation, analysis and reporting requirements in Section A above if during the calendar year before the date that a report under Section A above is due:

1. Each motor vehicle regularly used by this department to make traffic and

pedestrian stops is equipped with a video camera and transmitter-activated equipment, and each motorcycle regularly used by this department to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

2. Each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or audio, as appropriate, is recorded.

This department shall retain the video and audiotapes, or the audiotape of each traffic and pedestrian stop for at least ninety(90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in racial profiling with respect to a traffic or pedestrian stop, this department shall retain the video and audiotapes, or the audiotape of the stop until final disposition of the complaint.

Supervisors will ensure officers of this department are recording their traffic and pedestrian stops. A recording of each officer will be reviewed at least once every ninety (90) days. If the equipment used to record audio and/or video of traffic or pedestrian stops is malfunctioning or otherwise not operable, the officer making the stop shall properly record and report the information as required in Section A above.

NOTE: This model policy is intended as a guide. It should be reviewed by legal counsel prior to modification and implementation in any specific community.

Racial Profiling Policy

Policy B

(without Cameras)

I. PURPOSE

The purpose of the policy is to reaffirm the Hidalgo County Constable Pct. 3 Police Department's commitment to unbiased policing in all its encounters between officer and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

II. POLICY

It is the policy of this department to police in a proactive manner and, to aggressively investigate suspected violations of law. Officers shall actively enforce state and federal laws in a responsible

and professional manner, without regard to race, ethnicity or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers or pedestrians.

Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude officers from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

III. DEFINITIONS

Racial Profiling – **A law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.**

Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants or other citizen contacts.

The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Detaining an individual and conducting an inquiry into that

person's activities simply because of that individual's race, ethnicity or national origin are racial profiling. Examples of racial profiling include but are not limited to the following:

a. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity or national origin.

b. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.

c. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.

A law enforcement agency can derive at two principles from the adoption of this definition of racial profiling:

1. Police may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, while police may use race in conjunction with other known factors of the suspect.

2. Law enforcement officers may not use racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.

Race or Ethnicity – **Of a particular decent, including Caucasian, African, Hispanic, Asian, or Native American.**

Pedestrian Stop – **An interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.**

Traffic Stop – A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

IV. TRAINING

Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

All officers shall complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, shall complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

The chief of police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on racial profiling.

An individual appointed or elected as a police chief before the effective date of this Act shall complete the program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

V. COMPLAINT INVESTIGATION

A. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.

B. Any employee who receives an allegation of racial profiling, including the officer who initiated the stop, shall record the person's name, address and telephone number, and forward the complaint through the appropriate channel or direct the individual(s). Any employee contacted shall provide to that person

a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of racial profiling to their superior before the end of their shift.

C. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaints will be acknowledged in writing to the initiator who will receive disposition regarding said complaint within a reasonable period of time. The investigation shall be reduced to writing and any reviewer's comments or conclusions shall be filed with the chief. When applicable, findings and/or suggestions for disciplinary action, retraining, or changes in policy shall be filed with the chief.

D. If a racial profiling complaint is sustained against an officer, it will result in appropriate corrective and/or disciplinary action, up to and including termination.

E. If there is a departmental video or audio recording of the events upon which a complaint of racial profiling is based, upon commencement of an investigation by this department into the complaint and written request of the officer made the subject of the complaint, this department shall promptly provide a copy of the recording to that officer.

VI. PUBLIC EDUCATION

This department will inform the public of its policy against racial profiling and the complaint process. Methods that may be utilized to inform the public are the news media, radio, service or civic presentations, the Internet, as well as governing board meetings. Additionally, information will be made available as appropriate in languages other than English.

VII. CITATION DATA COLLECTION & REPORTING

An officer is required to collect information relating to traffic stops in which a citation is issued. On the citation officers must include:

1. the violators race or ethnicity;

2. whether a search was conducted;

3. was the search consensual; and

4. arrest for this cited violation or any other violation.

By March of each year, the department shall submit a report to their governing board that includes the information gathered by the citations. The report will include:

1. a breakdown of citations by race or ethnicity;

2. number of citations that resulted in a search;

3. number of searches that were consensual; and

4. number of citations that resulted in custodial arrest for this cited violation or any other violation.

Not later than March 1st of each year, this department shall submit a report to our governing body containing this information from the preceding calendar year.

VII. COLLECTION AND REPORTING INFORMATION GATHERED FROM TRAFFIC AND PEDESTRIAN STOPS

An officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense, shall record and report the following information:

1. A physical description of each person detained as a result of the stop, including:

a) The person's gender;

b) The person's race or ethnicity, as stated by the person or as determined by the officer to the best of his/her ability.

2. The street address or approximate location of the stop. The suspected offense or the traffic law or ordinance alleged to have been violated.

3. Whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search.

4. Whether probable cause to search existed and, if so, the fact(s) supporting the existence of that probable cause.

5. Whether any contraband was discovered in the course of the search and, if so, the type of contraband discovered.

6. Whether the officer made an arrest as a result of the stop and/or search, and, if so, a statement of the offense charged.

7. Whether the officer issued a warning or a citation as a result of the stop and, if so, a statement of the offense charged.

This department shall compile and analyze the information contained in these individual reports. Not later than March 1st of each year, this department shall submit a report to our governing body containing the information compiled from the preceding calendar year in a manner they approve. This report will include:

1. A comparative analysis of the information contained in the individual reports in order to:

a) Determine the prevalence of racial profiling by officers in this department; and

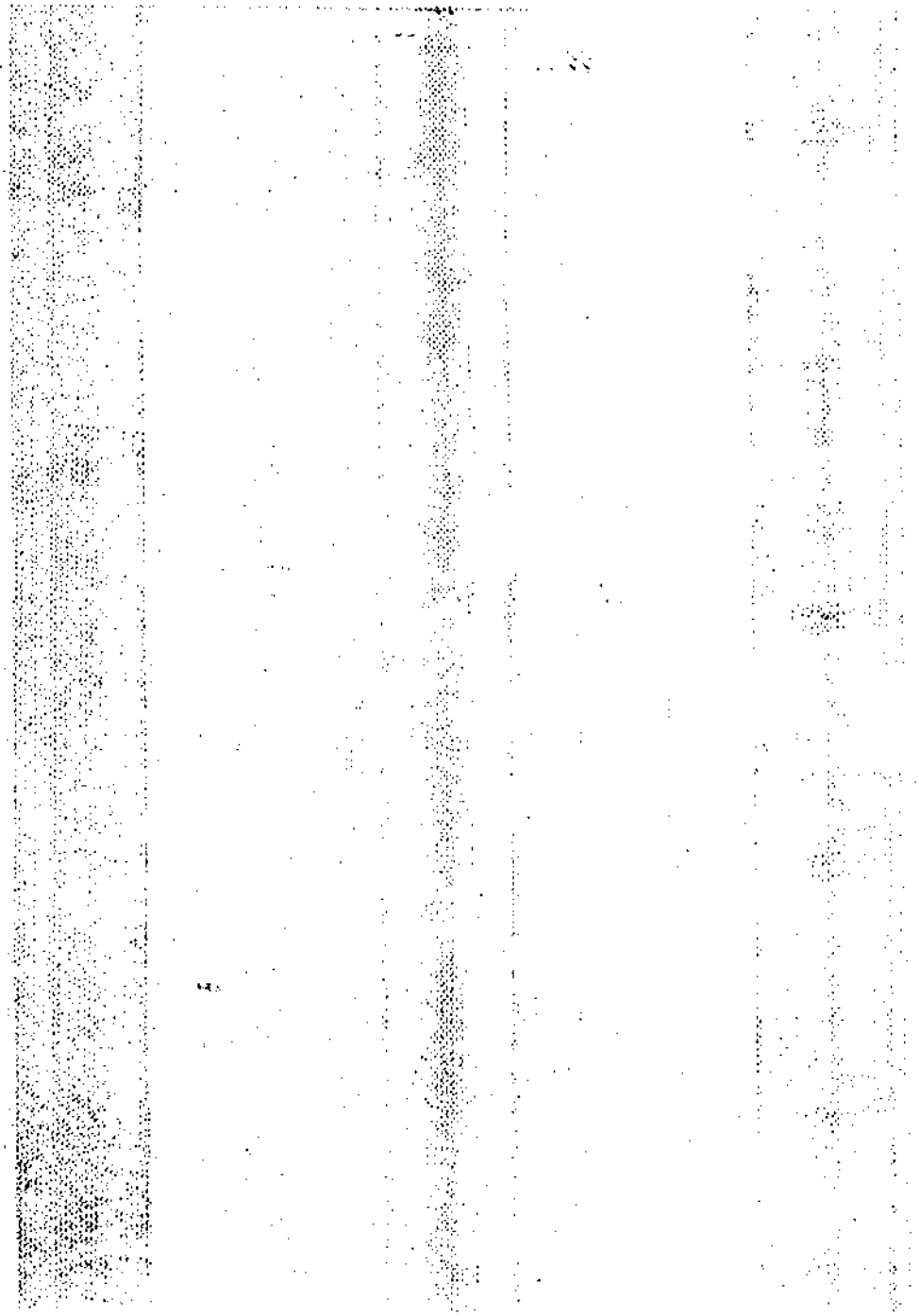
b) Examine the disposition of traffic and pedestrian

stops made by this department's officers, including searches resulting from stops.

2. Information relating to each complaint filed with this department alleging racial profiling.

This report will not include identifying information about a peace officer who makes a stop or about an individual who is stopped or arrested by a peace officer.

This model policy is intended as a guide. It should be reviewed by legal counsel prior to modification and implementation in any specific community.



Video Policy

The motor vehicle regularly used by this department to make traffic and pedestrian stop is equipped with a video camera and transmitter-activated equipment; and each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or as appropriate, is recorded.

It is the policy of this department that it is to retain the video and audiotapes, or the audiotape of each traffic and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in racial profiling with respect to a traffic or pedestrian stop, this department retains the video and audiotape, or audiotape of the stop until final disposition of the complaint.

Supervisors ensure that officers of this department are recording their traffic and pedestrian stops. A recording of each officer will be reviewed at least once every night (90) days.

If the equipment used to record audio and/or video of traffic or pedestrian stops is Malfunctioning or otherwise not operable, the officer making the stop is encouraged to properly record and report the information as required in Policy B Section VII.

(III) Responding to the Texas Racial Profiling Law

Institutional Policy on Racial Profiling

Complaint Process: Addressing Allegations of Racial Profiling Practices

Filing a Complaint with Hidalgo County Constable Department Pct. 3

Understanding the Process

Once an individual has filed a complaint regarding racial profiling, he/she should expect the following process to commence:

The Interview

The Chief Deputy or Delegate will interview the individual filing the complaint. The officer will ask the alleged victim questions about what happened. It is possible that the officer may be able to explain the officer(s)' actions to your satisfaction.

- Usually, the alleged victim will be interviewed at the Constable Department Main Building. It is possible that he/she may be videotaped during the interview.
- The individual filing the complaint may bring a lawyer, family member or friend to the interview.
- The Chief Deputy or Delegate will ask the individual filing a complaint for names of witnesses and other Deputies that may know facts about the complaint.
- A Deputy may take pictures of any injuries that the alleged victim think are related to the complaint.

The Investigation

After the interview, the Hidalgo County Constable Department Pct. 3 will investigate the alleged misconduct. Chief Deputy or Delegate will talk to witnesses and visit the site of the incident.

- The investigator will consist of Chief Deputy or Delegate.
- All Deputies will be interviewed and witnesses whom the alleged victim has named will be contacted and interviewed, if they agree.
- The alleged victim will receive a letter regarding the progress of the investigation. Although it is impossible to estimate how long the investigation will take, the alleged victim will receive periodic reports on its status.
- A report will then be prepared.

The Review Process

The Chief Deputy reviews every complaint after investigation is completed and a report written.

- If the complaint includes excessive force or charges a Deputy with a crime, the Hidalgo County Civil Service Board will also review it.
- The Hidalgo County Civil Service Board will review your complaint, statements from all witnesses and reports from the investigation. The Hidalgo County Civil Service Board may ask for additional information before making its recommendations to the Chief Deputy.
- The Chief Deputy also reviews the results of the investigations that suggest there are no charges that the Deputy used excessive force or committed a crime.
- The Chief Deputy reviews the investigations and makes the final decision on all complaints.

The Findings

The results of your complaint are called "findings". There are four possible findings:

- **Sustained** – The complaint has been supported: The Deputy(s) involved acted improperly and may be disciplined.
- **Unfound** – The investigation found no basis to the complaint filed,
- **Exonerated** – The Deputy(s) involved acted properly and will not be disciplined.
- **Not provable** – There was not enough evidence to prove the complaint true or false so no further action will be taken.

The Chief Deputy will decide on a finding after the complaint has been reviewed. Further, he/she will inform the alleged victim through an official letter of final decision.

A Commitment to Respond to the Needs of the Community

The Hidalgo County Constable Department Pct. 3 has made a commitment to its citizens regarding the following:

1. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.

2. Any employee who receives an allegation of racial profiling, including the Deputy who initiated the stop, shall record the person's name, address and telephone number, and forward the complaint through the appropriate channel or direct the individual(s). Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. A; employees will report any allegation of racial profiling to their superior before the end of their shift.

3. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaints will be acknowledged in writing to the initiator who will receive disposition regarding said complaint within a reasonable period of time. The investigation shall be reduced to writing and any reviewer's comments or conclusions shall be filed with the Chief Deputy. When applicable, findings and/ or suggestions for disciplinary action, retraining, or changes in policy shall be filed with the Chief Deputy.

4. If a racial profiling complaint is sustained against a Deputy, it will result in appropriate corrective and/or disciplinary action, up to and including termination.

5. If there is a department video or audio recording of the events upon which a complaint of racial profiling is based, upon commencement of an investigation by this department into the complaint and written request of the Deputy made the subject of the complaint, this department shall promptly provide a copy of the recording to that Deputy.

Racial Profiling Training

Training

In compliance with the Texas Racial Profiling Law, the Hidalgo County Constable Department Pct. 3 has asked that all its Deputies adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training.

All Deputies from the Hidalgo County Constable Department Pct. 3 have been asked to complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the Deputy is licensed under Chapter 1701 of the Texas Occupations Cod or the date the Deputy applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two year, will complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

Tables Illustrating Police Contact

Tier 2 Data

Deputy	Citation Number	Gender	Race	Location	Reason for Stop	Search	Classification	Disposition	Contraband	Disposition	Contraband
Hugo Rangel	6964C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6963C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6962C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6961C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6960C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6959C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6958C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6957C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6956C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6966C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6967C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6968C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6969C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Joel Contreras	7246C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7245C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7244C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7243C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7242C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7241C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7240C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7239C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7238C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7237C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7236C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7235C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7234C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7233C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7232C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7231C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7230C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Joel Contreras	7229C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Joel Contreras	7228C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7203C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7202C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Rafael Ochoa	7201C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rodolfo Trevino	6637C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rodolfo Trevino	6638C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rodolfo Trevino	6639C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Rodolfo Trevino	6640C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Rodolfo Trevino	6642C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Rodolfo Trevino	6643C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Luis Trevino	7151C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Luis Trevino	7150C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Alvin Patina	6906C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	WARNING	NONE		
Howard Hawbaker	3742C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Reynaldo Reyna	6989C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE		
Miguel Zamora	5051C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7204C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7205C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7206C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7207C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7208C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7209C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7210C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7211C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7212C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7213C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7214C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Rafael Ochoa	7215C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6970C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6971C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6972C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6973C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		
Hugo Rangel	6974C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE		

Hugo Rangel	7025C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7026C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7027C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7028C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7008C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7007C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rodolfo Trevino	6644C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Rodolfo Trevino	6645C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	6564C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Dan Broyles	6565C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Alvin Patina	6914C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	WARNING	NONE
Howard Hawbaker	3741C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Hugo Rangel	7030C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7031C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7032C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7033C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7035C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7036C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7037C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7038C	MALE	WHITE	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7039C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7041C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7044C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	7217C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Rafael Ochoa	7218C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	7219C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	7220C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	7221C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	7222C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7043C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7045C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7047C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7046C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7048C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7029C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7011C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7010C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7009C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rodolfo Trevino	6646C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rodolfo Trevino	6647C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rodolfo Trevino	6648C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Rodolfo Trevino	6649C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Joel Contreras	7247C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Joel Contreras	7248C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Miguel Zamora	5052C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Dan Broyles	6569C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Alvin Patina	6911C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Alvin Patina	6912C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Alvin Patina	6913C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Alvin Patina	6914C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7050C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Hugo Rangel	7051C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rodolfo Trevino	7075C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rodolfo Trevino	7076C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Joel Contreras	7100C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Joel Contreras	7101C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Joel Contreras	7249C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Rafael Ochoa	7223C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Rafael Ochoa	7224C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7012C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Alvin Patina	6915C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Richard Flores	6459C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Dan Broyles	6570C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Howard Hawbaker	4883C	MALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	CITATION	NONE
Reynaldo Reyna	3033C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
						NONE	TRAFFIC	WARNING	NONE

Reynaldo Reyna	3034C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3035C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3036C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6990C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6991C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6992C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6993C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6994C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6995C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6996C	MALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6997C	FEMALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6998C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	6999C	MALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Ruben Salinas	7015C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7016C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7017C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Ruben Salinas	7018C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7019C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7020C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7021C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	7022C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Leroy Ortiz	6506C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Leroy Ortiz	6507C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Leroy Ortiz	6508C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Leroy Ortiz	6509C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Leroy Ortiz	6510C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Leroy Ortiz	6511C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Richard Flores	6460C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Richard Flores	6461C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Rodolfo Trevino	7077C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Alvin Patina	6920C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	6572C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Dan Broyles	6573C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Dan Broyles	6513C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Reynaldo Reyna	3037C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3038C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3039C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3040C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3041C	FEMALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3042C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3043C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3044C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3045C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3046C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3047C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3048C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3049C	MALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Reynaldo Reyna	3050C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	5476C	MALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Reynaldo Reyna	5477C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	5478C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Reyna	5479C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Leroy Ortiz	6514C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Leroy Ortiz	6515C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Leroy Ortiz	6516C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Alvin Patina	6922C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Alvin Patina	6923C	MALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	CITATION	NONE
Miguel Zamora	5053C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Dan Broyles	7126C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Dan Broyles	7127C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
James Olivarez	7153C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
James Olivarez	7154C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0150C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0151C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0154C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE

Hugo Rangel	0400C	FEMALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0401C	MALE	WHITE	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0402C	FEMALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0403C	FEMALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0405C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0406C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0407C	FEMALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0408C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0409C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0410C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0411C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0412C	MALE	WHITE	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0413C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0414C	FEMALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0415C	MALE	HISPANIC	out	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0416C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	7063C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Hugo Rangel	7064C	FEMALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Javier Rodriguez	0350C	MALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Rafael Ochoa	0155C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0156C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0158C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0153C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	0300C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	0301C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Trevino	5278C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Reynaldo Trevino	5279C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Richard Flores	6462C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Alvin Patina	7275C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Alvin Patina	7276C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Rodolfo Trevino	7078C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rodolfo Trevino	7079C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0159C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0160C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0161C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Howard Hawbaker	0536C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Javier Rodriguez	0351C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Alvin Patina	7277C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Alvin Patina	7278C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Alvin Patina	7280C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Joel Contreras	7102C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Rodolfo Trevino	7080C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0433C	MALE	HISPANIC	out	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0434C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0435C	FEMALE	HISPANIC	out	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0437C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0438C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0439C	MALE	HISPANIC	out	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0440C	MALE	HISPANIC	out	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0441C	MALE	HISPANIC	out	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0442C	MALE	HISPANIC	out	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0443C	MALE	HISPANIC	out	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	0304C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0162C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0163C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Georgina Bermudez	0450C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Javier Rodriguez	0352C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Javier Rodriguez	0353C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Joel Contreras	0202C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Joel Contreras	0204C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Joel Contreras	7103C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Rodolfo Trevino	7082C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Dan Broyles	7130C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Dan Broyles	7129C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Dan Broyles	7128C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE

Eldon Dunn	0850C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Richard Flores	6463C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Leroy Ortiz	8517C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Hugo Rangel	7065C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Hugo Rangel	0901C	FEMALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0900C	MALE	HISPANIC	out	NON-HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Hugo Rangel	0447C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0449C	MALE	HISPANIC	out	NON-HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Hugo Rangel	0448C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0448C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0448C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	7132C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	WARNING	NONE
Dan Broyles	7133C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	0100C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	0101C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	0104C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	0105C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	0103C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	0102C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Javier Rodriguez	0354C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0170C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Howard Hawbaker	0538C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Howard Hawbaker	0539C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Howard Hawbaker	0537C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Georgina Bermudez	0451C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Georgina Bermudez	0452C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rodolfo Trevino	7085C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Alvin Patina	7285C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Alvin Patina	7284C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Alvin Patina	7283C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	MISDEMEANOR	CITATION	NONE
Hugo Rangel	0902C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0903C	MALE	HISPANIC	out	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0904C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0905C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Hugo Rangel	0906C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0907C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0908C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0909C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0911C	MALE	HISPANIC	PCT3	HAZARDOUS	CONSENT	TRAFFIC	WARNING	NONE
Hugo Rangel	0912C	FEMALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0913C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0914C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0915C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0916C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0917C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0918C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0926c	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0922C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0919C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0923C	MALE	HISPANIC	PCT3	NON-HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0924C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Howard Hawbaker	0541C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0176C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0173C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Ruben Salinas	0305C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0174C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Rafael Ochoa	0179C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Hugo Rangel	0920C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Conrado Martinez	1050c	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Miguel Zamora	0950c	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	WARNING	NONE
Dan Broyles	7135C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Rafael Ochoa	7252c	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Howard Hawbaker	3739C	FEMALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE
Howard Hawbaker	3740C	MALE	HISPANIC	PCT3	HAZARDOUS	NONE	TRAFFIC	CITATION	NONE

Hidalgo County Constable Department Pct. #3
Racial Profiling Statistical Report
1/01/2011 -- 12/31/2011

Table 1: Detention Disposition by Race

	Asian	% of Race	% of Disposition	African	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
	0 Total	#DIV/0! of Race	0.0% of all Detentions	0 Total	#DIV/0! of Race	0.0% of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	Caucasian	% of Race	% of Disposition
Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Ticketed	92	28.8%	100.0%	0	0.0%	0.0%
Warned (Written)	228	71.3%	98.7%	3	100.0%	1.3%
	320 Total	100.0% of Race	99.1% of all Detentions	3 Total	100.0% of Race	0.9% of all Detentions

Disposition	Native American	% of Race	% of Disposition	Disposition	Other	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	#DIV/0!	Released	0	#DIV/0!	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%	Warned (Written)	0	#DIV/0!	0.0%
	0 Total	#DIV/0! of Race	0.0% of all Detentions		0 Total	#DIV/0! of Race	0.0% of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	28.5%	92
Warned (Written)	71.5%	231
	100.0%	323

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	African	% of Race	% of Search
Consent Search	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
No Search	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
Probable Cause Search	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
	0 Total	#DIV/0! of Race	0.0% of all Detentions	0 Total	#DIV/0! of Race	0.0% of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	Cauacasian	% of Race	% of Search
Consent Search	13	4.1%	100.0%	0	0.0%	0.0%
No Search	307	95.9%	99.0%	3	100.0%	1.0%
Probable Cause Search	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
	320 Total	100.0% of Race	99.1% of all Detentions	3 Total	100.0% of Race	0.9% of all Detentions

SearchStatus	Native American	% of Race	% of Search	SearchStatus	Other	% of Race	% of Search
Consent Search	0	#DIV/0!	0.0%	Consent Search	0	#DIV/0!	0.0%
No Search	0	#DIV/0!	0.0%	No Search	0	#DIV/0!	0.0%
Probable Cause Search	0	#DIV/0!	#DIV/0!	Probable Cause Search	0	#DIV/0!	#DIV/0!
	0 Total	#DIV/0! of Race	0.0% of all Detentions		0 Total	#DIV/0! of Race	0.0% of all Detentions

SearchStatus	Total %	Number
Consent Search	4.0%	13
No Search	96.0%	310
Probable Cause Search	0.0%	0
	100.0%	323

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	African	% of Race	% of Stop
Hazardous Traffic	Arrested	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Hazardous Traffic	Released	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Hazardous Traffic	Ticketed	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
Hazardous Traffic	Warned (Written)	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
Investigation	Arrested	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Investigation	Released	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Investigation	Ticketed	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Investigation	Warned (Written)	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Arrested	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Released	0	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Ticketed	0	#DIV/0!	0.0%	0	#DIV/0!	0.0%
Non-Hazardous Traffic	Warned (Written)	0	#DIV/0!	#DIV/0!	0	#DIV/0!	0.0%
		0 Total	#DIV/0! of Race	0.0% of all Detentions	0 Total	#DIV/0! of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	Caucasian	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Hazardous Traffic	Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Hazardous Traffic	Ticketed	69	21.6%	100.0%	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	163	50.9%	98.2%	3	100.0%	1.8%
Investigation	Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Ticketed	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Warned (Written)	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed	23	7.2%	100.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	65	20.3%	100.0%	0	0.0%	0.0%
		320 Total	100.0% of Race	99.1% of all Detentions	3 Total	100.0% of Race	0.9% of all Detentions

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	#DIV/0!
Hazardous Traffic	Released	0	#DIV/0!	#DIV/0!
Hazardous Traffic	Ticketed	0	#DIV/0!	0.0%
Hazardous Traffic	Warned (Written)	0	#DIV/0!	0.0%
Investigation	Arrested	0	#DIV/0!	#DIV/0!
Investigation	Released	0	#DIV/0!	#DIV/0!
Investigation	Ticketed	0	#DIV/0!	#DIV/0!
Investigation	Warned (Written)	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Arrested	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Released	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Ticketed	0	#DIV/0!	0.0%
Non-Hazardous Traffic	Warned (Written)	0	#DIV/0!	0.0%
		0 Total	#DIV/0! of Race	0.0% of all Detentions

Table 3: Stop Reason and Disposition by Race Cont.				
StopReason	cboStopDisposition	Other	% of Race	% of Stop
Hazardous Traffic	Arrested	0	#DIV/0!	#DIV/0!
Hazardous Traffic	Released	0	#DIV/0!	#DIV/0!
Hazardous Traffic	Ticketed	0	#DIV/0!	0.0%
Hazardous Traffic	Warned (Written)	0	#DIV/0!	0.0%
Investigation	Arrested	0	#DIV/0!	#DIV/0!
Investigation	Released	0	#DIV/0!	#DIV/0!
Investigation	Ticketed	0	#DIV/0!	#DIV/0!
Investigation	Warned (Written)	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Arrested	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Released	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Ticketed	0	#DIV/0!	0.0%
Non-Hazardous Traffic	Warned (Written)	0	#DIV/0!	0.0%
		0 Total	#DIV/0! of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.0%	0
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	21.4%	69
Hazardous Traffic	Warned (Written)	51.4%	166
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	0.0%	0
Investigation	Warned (Written)	0.0%	0
Non-Hazardous Traffic	Arrested	0.0%	0
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	7.1%	23
Non-Hazardous Traffic	Warned (Written)	20.1%	65
		100.0%	323

Table 4 Statement of the Charge						
Race / Ethnicity		Statement of the Charge				
	Felony		Misdemeanor		Traffic	
	Number	Total %	Number	Total %	Number	Total %
Caucasian	0	0%	0	0%	0	0%
African	0	0%	0	0%	0	0%
Hispanic	0	0%	22	24%	70	76%
Asia	0	0%	0	0%	0	0%
Native American	0	0%	0	0%	0	0%
Other	0	0%	0	0%	0	0%
Total	0		22		70	
Grand Total	92					

Table 5 Gender						
Gender						
Race/ Ethnicity	Contacts		Gender			
	Number	Total %	Male	Total %	Females	Total %
Caucasian	3	1%	3	1%	0	0%
African	0	0%	0	0%	0	0%
Hispanic	320	99%	215	67%	105	33%
Asia	0	0%	0	0%	0	0%
Native American	0	0%	0	0%	0	0%
Other	0	0%	0	0%	0	0%
Total	323		218		105	

Table 6 Location of Stop					
Location of Stop					
		Hidalgo County Pct. 3		Outside Pct. 3	
Race/ Ethnicity	Number	Total %		Number	Total %
Caucasian	1	0%		2	1%
African	0	0%		0	0%
Hispanic	289	89%		31	10%
Asia	0	0%		0	0%
Native American	0	0%		0	0%
Other	0	0%		0	0%
Total	290		Total	33	
Grand Total	323				

Table 7 Contraband and Disposition										
Race/ Ethnicity	Contraband		Disposition of Stop							
			Arrest		Ticket		Warning		Release	
	Number	Total %	Number	Total %	Number	Total %	Number	Total %	Number	Total %
Caucasian	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
African	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
Hispanic	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
Asia	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
Native American	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
Other	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
Total	0		0		0		0		0	

Table 8 Type of Contraband Collected		
Race/ Ethnicity	None	
	Number	Total %
Caucasian	0	#DIV/0!
African	0	#DIV/0!
Hispanic	0	#DIV/0!
Asia	0	#DIV/0!
Native American	0	#DIV/0!
Other	0	#DIV/0!
Total	0	

Report on Complaints

Corrective Action

It is the policy Hidalgo County Constable Department Pct. 3 that any Deputy who, after an internal investigation, has been found guilty of engaging in racial profiling, that one of the following series of disciplinary measures is taken (as per recommendation of the Chief Deputy):

1) Deputy is retrained in racial sensitivity issues.
2) Deputy is suspended and as a condition of further involvement with Hidalgo County Constable Department Pct. 3 is asked to undergo racial sensitivity training.
3) Deputy is terminated.

Data on Corrective Action

The following table contains data regarding Deputies that have been subject of a complaint, during the time period of 01/1/09 --- 12/31/09, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

[X]

Check above if the Hidalgo County Constable Department Pct. 3 has not received any complaints, on any members of its Deputies, for having violated the Texas Racial Profiling Law during the time period of 01/1/11 --- 12/31/11.

Complaints Filed for Possible Violations of S.R. 1074 (Texas Racial Profiling Law)

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

(IV) Summary of Findings

Checklist

(I) The following requirements must be met by all Law Enforcement agencies in the State of Texas:

[X] Clearly defined act of actions that constitute racial profiling

[X] Statement indicating prohibition of any Deputy employed by the Hidalgo County Constable Department Pct. 3 from engaging in racial profiling

[X] Implement a process by which an individual may file a complaint regarding racial profiling violations

[X] Implement disciplinary guidelines for Deputy found in violation of the Texas Racial Profiling law

[X] Collect data (Tier 2) that includes information on
- a) Race and ethnicity of individual detained
- b) Whether a search was conducted
- c) If there was a search, whether it was a consent search or a probable cause search
- d) Whether a custody arrest took place

[X] Produce an annual report on Deputies contacts (Tier 2) and present this to County Governing body by March 2009

[X] Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

(II) For additional questions regarding the information presented in this report, please contact:

Chief Deputy Horaldo Sanchez
730 N. Breyfogle, Suit B
Mission, Texas 78573
956-5816800

Summary Statement Regarding Findings

Summary Statement

The findings suggest that the Hidalgo County Constable Department Pct. 3 does/**does not** currently experience a problem regarding racial profiling practices. This is supported by the fact that it has/ **has not** received complaints from community members regarding Deputies misconduct associated with racial profiling practices.

The continuing effort to collect Deputy contact data will assure an on-going evaluation of the Hidalgo County Constable Department Pct. 3 practices. Thus, allowing for the citizens of Hidalgo County Precinct 3 community to benefit from professional and courteous service from their Constable Department.

Recommendations

Recommendations

Based on the findings introduced in this report, the Constable, along with the Chief Deputy, have agreed to adopt the following measures aimed at addressing potential racial profiling problems:

- Provide further racial sensitivity training to its Constable personal
- Disseminate information to all Deputies regarding the guidelines of behavior acceptable under the newly adopted Texas Racial Profiling Law
- Keep Hidalgo County Commissioners Court and other County Officials of measures being implemented at the Hidalgo County Constable Department Pct. 3.

Checklist and Contact Information

Checklist

(I) The following requirements must be met by all Law Enforcement agencies in the State of Texas:

[X] Clearly defined act of actions that constitute racial profiling

[X] Statement indicating prohibition of any Deputy employed by the Hidalgo County Constable Department Pct. 3 from engaging in racial profiling

[X] Implement a process by which an individual may file a complaint regarding racial profiling violations

[X] Implement disciplinary guidelines for Deputy found in violation of the Texas Racial Profiling law

[X] Collect data (Tier 2) that includes information on
- a) Race and ethnicity of individual detained
- b) Whether a search was conducted
- c) If there was a search, whether it was a consent search or a probable cause search
- d) Whether a custody arrest took place

[X] Produce an annual report on Deputies contacts (Tier 2) and present this to County Governing body by March 2009

[X] Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

(II) For additional questions regarding the information presented in this report, please contact:

Chief Deputy Horaldo Sanchez
730 N. Breyfogle, Suit B
Mission, Texas 78573
956-5816800

AI-31228 **9. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: County Judge

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to decrease auto allowance from $5,400.00 to $3,900.00 per year to slot no. 0002, Chief Administrator position, employee no. 183776, effective upon approval.
2. Approval to authorize auto allowance in the amount of $4,000.00 per year to slot no. 0028, Executive Assistant III, employee no. 184705, effective upon approval.
3. Approval of intradepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-413-00-110-006-0-583

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

BUDGETARY IMPACT:

CO JUDGE-TRAVEL OUT OF COUNTY
$9,682.71 available funds as of 03-02-12.

Attachments

SALARY SCHEDULE
intradept transfer
auto allowance auth. forms
FISCAL NOTE
job descriptions
PARS

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	03/02/2012 02:59 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Rosie Cantu Started On: 02/27/2012 08:54 AM

Final Approval Date: 03/02/2012

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-413-00-110-006-0

AI - 31228

CO JUDGE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY JUDGE	-	-	-	$114,660.00	$114,660.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$122,660.00
0002	**113**	**CHIEF ADMIN**	**-**	**-**	**-**	**$81,440.00**	**$81,440.00**	**$0.00**	**$0.00**	**$0.00**	**$3,900.00 ~~$5,400.00~~**	**$0.00**	**$85,340.00**
0003	113	ASSISTANT CHIEF ADMINISTRATOR	-	-	-	$68,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0007	113	EXECUTIVE ASSISTANT III	-	-	-	$60,000.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
0011	113	EXECUTIVE ASST	-	-	-	$48,657.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	ADMINISTRATIVE ASSISTANT	-	-	-	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0018	113	ADMINISTRATIVE AIDE II	-	-	-	$45,046.00	$45,046.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,046.00
0024	113	ADMINISTRATIVE ASSISTANT	-	-	-	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,000.00
0028	**113**	**EXECUTIVE ASSISTANT III**	**-**	**-**	**-**	**$58,000.00**	**$58,000.00**	**$0.00**	**$0.00**	**$0.00**	**$4,000.00 ~~$0.00~~**	**$0.00**	**$62,000.00**
0029	113	ADMINISTRATIVE ASSISTANT III	-	-	-	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,000.00
0031	113	EXECUTIVE ASSISTANT II	-	-	-	$50,000.00	$50,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$50,540.00
0032	113	ECONOMIC DEVELOPMENT PLANNER I	-	-	-	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$4,000.00	$0.00	$54,487.00
0033	114	ADMINISTRATIVE AIDE II	-	-	-	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,000.00
0035	113	DIRECTOR, ECONOMIC DEVELOPMENT	-	-	-	$68,000.00	$68,000.00	$0.00	$0.00	$0.00	$4,000.00	$0.00	$72,000.00
0036	113	CLERK II	-	-	-	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	-	$817,943.00	$744,633.00	$540.00	$0.00	$0.00	$29,300.00	$0.00	$769,073.00

1. Approval to decrease auto allowance from $5,400.00 to $3,900.00 per year to slot no. 0002, Chief Administrator position.

2. Approval to authorize auto allowance in the amount of $4,000.00 per year to slot no. 0028, Executive Assistant III.

PERSONNEL ACTIONS PENDING CC APPROVAL.

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 2, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Co Judge

ACCOUNT NUMBER: 2-1100-413-00-110-006-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
583	TRAVEL OUT OF COUNTY	118	AUTO ALLOWANCE	$ 2,059.39
583	TRAVEL OUT OF COUNTY	220	FICA	$ 157.54
583	TRAVEL OUT OF COUNTY	230	RETIREMENT	$ 204.91
583	TRAVEL OUT OF COUNTY	250	UNEMPLOYMENT COMP	$ 10.30
			TOTAL	**$ 2,432.14**

REASON:

TRANSFER TO FUND AUTO ALLOWANCE AND RELATED FRINGE BENEFITS FOR EMPLOYEE NO. 184705. ONLY A PORTION OF AUTO ALLOWANCE WILL BE FUNDED FROM TRANSFER, THE OTHER PORTION WILL BE FUNDED BY DECREASE IN AUTO ALLOWANCE FROM SLOT 002. PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

HIDALGO COUNTY, TEXAS
Auto Allowance Authorization Form

Department Name/Number: County Judge (110-006) Date: 3/2/2012

Position Title: Chief Administrator Position Slot No. : 2

Position Status: ☐ Vacant ☑ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: Yolanda Chapa Employee Number: 183776

Employee Driver License No.: Tx #01811717

Auto Allowance Amount Request $3,900.00

Auto Allowance to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds ☐ Other

VEHICLE INFORMATION

Year, Make, & Model: 2009 CAD CTS Ins. Policy Number: 0282-43-66-09

VIN Registration No. : 1G6DF577490134140 Policy Holder's Name: Yolanda Chapa

License Plate No. : MZP-314 Ins. Coverage Date: 1/13/12 - 7/13/12

*Vehicle Insurance Provider: GEICO Ins. Verified By: Jaime Longoria

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Allowance needed for employee to attend meetings within the County on behalf of Judge Garcia. Estimated travel miles: 120-160 miles per week

Yolanda Chapa
Employee Signature

3/2/12
Date

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

Ramon Garcia
Department Head/Elected Official

3/2/12
Date

Funding Available in Dept. Budget ☒ YES ☐ NO

Hidalgo County, Texas
Auto Allowance Authorization Form

Department Name/Number: County Judges (110-006) Date: 2/28/2012

Position Title: Executive Assistant III Position Slot No. : 28

Position Status: ☐ Vacant ☒ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: Richard Alvarez Employee Number: 184705

Employee Driver License No.: Tx #08224148

Auto Allowance Amount Request: $4,000.00

Auto Allowance to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds ☐ Other

VEHICLE INFORMATION

Year, Make, & Model: **2008 Ford F-150** Ins. Policy Number: 4141-07-66-48

VIN Registration No. : **1FTPW12V78KC71195** Policy Holder's Name: Richard Alvarez

License Plate No. : **05P-WG7** Ins. Coverage Date: 09-12-11 thru 03-12-12

*Vehicle Insurance Provider: **GEICO** Ins. Verified By: YOLANDA CHAPA

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Allowance needed for employee to attend various meetings within the County on behalf of Judge Garcia. Estimated miles travel: 120-160 miles per week

Employee Signature 2/28/12 **Date**

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

Department Head/Elected Official 2/29/12 Date Funding Available in Dept. Budget ☒ YES ☐ NO

DBM XXX
Revised: April 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.

Agenda Item: 31228

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 06, 2012

Summary of request/proposal:
Co Judge Office (1100):
1. Approval to decrease auto allowance from $5,400.00 to $3,900.00 per year to slot no. 0002, Chief Administrator position.
2. Approval to authorize auto allowance in the amount of $4,000.00 per year to slot no. 0028, Executive Assistant III.

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	CHIEF ADMINISTRATOR *(AUTO ALLOWANCE)*	0002	118	-	-	5,400.00	-	-	3,900.00	(1,500.00)
1100	EXECUTIVE ASSISTANT III *(AUTO ALLOWANCE)*	0028	118	-	-	0.00	-	-	4,000.00	4,000.00
			TOTAL	-	-	5,400.00	-	-	7,900.00	2,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
2-1100-413-00-110-006-0-	113	CO JUDGE-	REG F/T EMPLOYEES	$0.00
2-1100-413-00-110-006-0-	118	CO JUDGE-	AUTO ALLOWANCE	$2,059.39
2-1100-413-00-110-006-0-	211	CO JUDGE-	HEALTH INSURANCE	$0.00
2-1100-413-00-110-006-0-	212	CO JUDGE-	LIFE INSURANCE	$0.00
2-1100-413-00-110-006-0-	220	CO JUDGE-	FICA	$157.54
2-1100-413-00-110-006-0-	230	CO JUDGE-	RETIREMENT	$204.91
2-1100-413-00-110-006-0-	250	CO JUDGE-	UNEMPLOYMENT COMP	$10.30
2-1100-413-00-110-006-0-	260	CO JUDGE-	WORKER'S COMP	
			2012 BUDGETARY IMPACT:	$2,432.14

2013 Budgetary Impact: $2,952.50

Possible Funding Sources: **WITHIN DEPT BUDGET- INTRADEPARTMENTAL TRANSFER**

Comments:

Hidalgo Co. Budget Office
2/3/2005

EXECUTIVE ASSISTANT III

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. Plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the agency executive on administrative matters within the department or County

Assist the executive with general human resource management actions

Assist in budget preparation

Plan, assign, and/or supervise the work of others

Plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in office administration. Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, 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 25 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 encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CO JUDGE 110-006 DATE: 03/2/12

CURRENT POSITION TITLE: CHIEF ADMINISTRATOR CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR: OF POSITION

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **DECREASE AUTO ALLOWANCE**

POSITION SALARY REQUEST:

1	$5,400.00	$3,900.00	$ ($1,500.00)
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ **ALLOWANCE**	PROPOSED GRADE & STEP/ SALARY/ **ALLOWANCE**	NET CHANGE

Position to be funded from one of the following: **N/A**

☐ 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	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Decrease will allow auto allowance for Slot #0028, which employee needs to attend various meetings on behalf of Judge Garcia.

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)

Decrease will allow funding for auto allowance for Slot #0028

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Ramon Garcia DEPARTMENT HEAD	2/29/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/2/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CO JUDGE 110-006 DATE: 03/2/12

CURRENT POSITION TITLE: EXECUTIVE ASSISTANT III CURRENT SLOT. #: 0028

REQUESTED POSITION TITLE: N/A

REQUEST FOR: OF POSITION

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **ADD AUTO ALLOWANCE**

POSITION SALARY REQUEST:

1	$0.00	$4,000.00	$	$4,000.00
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ **ALLOWANCE**	PROPOSED GRADE & STEP/ SALARY/ **ALLOWANCE**		NET CHANGE

Position to be funded from one of the following: **N/A**

☒ 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)

Allowance needed for employee to attend various meetings within the County on behalf of Judge Garcia.

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)

Funding available within our budget by decreasing auto allowance from Slot #002

Also transfer from Travel out of County object. Re

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Ramiro Ibarra	2/29/12				
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO	
2.						
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO	
3.		3/2/2012				
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.						
	COMMISSIONERS COURT APPROVAL	DATE				

AI-31122 **10. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Sheriff Guadalupe Trevino

Department: SHERIFF DEPT.

Information

CAPTION

Jail (1100):

1. Approval to authorize clothing allowance as follows:

Slot No.	Position Title	Allowance
0399	Captain	$500.00
0400	Captain	$500.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Clothing allowance for two (2) newly created Captain positions, previously approved by CC on 01/17/12 (AI-30557).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for proposed clothing allowance available from Co. Wide Adm. - Contingency, pending approval of interdepartmental transfer.

Attachments

PAR

Job Description

Fiscal Note

Revised salary schedule

Interdept.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/17/2012 04:28 PM
Budget & Management	Merlen P. Munoz	02/21/2012 01:01 PM
Sylvia Solis	Sylvia Solis	02/23/2012 11:08 AM
Rosalinda Cantu	Rosie Cantu	02/24/2012 10:23 AM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Emilia Uriegas Started On: 02/16/2012 03:34 PM

Final Approval Date: 03/02/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: JAIL (280-002) DATE: 2/22/2012

CURRENT POSITION TITLE: CAPTAIN CURRENT SLOT #: 0399 & 0400

REQUESTED POSITION TITLE: CAPTAIN

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD CLOTHING ALLOWANCE

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 500.00 X 2	$ 1,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] 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 Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Request is for parity purposes since all department captain positions are allowed clothing allowance as salary/wage compensation for personal services rendered to the County.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: 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.	Emilia Uriegas DEPARTMENT HEAD	02/23/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	02.23.12 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	2/23/2012 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	 COMMISSIONERS' COURT APPROVAL	 Date				

HIDALGO COUNTY
Sheriff's Department

CAPTAIN

SUMMARY:
Provides corrections services involving the health safety and security of inmates and the public in a county corrections facility or program. Monitors prisoners' activities and maintain necessary records.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Ensures the day to day operations of the Hidalgo County Sheriff's Department Detention Facility in accordance with State of Texas Commission on Jail Standards and all other applicable State and Federal laws;
- Ensures the proper booking, classification, transfer, transport, and release of inmates with attention to the health and safety of the inmates, officers, and the public are conducted properly;
- Ensures that all officials papers and documents are checked and processed correctly;
- Ensures that safety inspections i.e., fire exits, fire extinguishers, are conducted;
- Ensures that informal counseling is provided to inmates;
- Ensures that inmates receive proper medical attention;
- Ensures that crisis situations such as fights and medical emergencies are handled correctly;
- Ensures that head counts are conducted;
- Ensures that proper action is taken to alleviate jail overcrowding;
- Ensures that a complete inventory of all jail equipment is maintained;
- Ensures that new officers receive proper training;
- Ensures that inmates are transported to the courthouse for hearings and transportation of inmates to other local, state, and federal penal institutions;
- Ensures that inmate property is properly cared for;
- Ensures that church services, G.E.D. classes, substance abuse classes, and fire drills, are properly organized;
- Ensures that inmate recreational functions are carried out;
- Regular attendance is a must.
- Ability to work well with others.

ADMINISTRATIVE DUTIES

- Conceive and prepare statistical information for the detention division and department related concerns, functions, or activities;
- Make formal presentations to governmental boards as required;

- Prepare for consideration any new policy or change in current policy for the improved operation of criminal enforcement and/or detention facility;
- Ensure proper maintenance to the detention facility equipment, buildings and grounds;
- Perform such other duties as may be assigned.

SUPERVISORY RESPONSIBILITIES

- Will supervise those lieutenants, sergeants, deputy sheriffs, detention officers/matrons, and civilian personnel that have been place in his/her charge.
- Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job descriptions, level of responsibilities, department goals, and applicable federal and state law.
- Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving any subordinate or officer of same or higher rank, through established chain of command.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or GED;
- College degree or college transcript of hours earned.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- A current Peace Officer license from the Texas Commission on Law Enforcement Officers Standards and Education;
- At time of employment, a Basic Jailer Certification form the Texas Commission on Law Enforcement Officers Standards and Education;
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situation and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms and specialized equipment;
- Ability to communicate effectively orally and in writing;

- Good physical condition.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak, read and write in the English language;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- 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 regularly lift and/or move up to 10 pounds, occasionally lift and/or move up to 25 pounds and, in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of the inmates.

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 regularly works in various types of outside weather conditions. The employee occasionally works near moving mechanical parts; in high precarious places; with explosives; and is occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical chock.

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations;

Approved 2001

Hidalgo County
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, March 06, 2012 **Agenda Item:** 31122

Summary of request/proposal:
JAIL (1100):
Approval to authorize clothing allowance to the two (2) newly created Captain positions, previously approved by CC on 01/17/12, as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CAPTAIN	0399	119	0.00	500.00	500.00
1100	CAPTAIN	0400	119	0.00	500.00	500.00
				0.00	1,000.00	1,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-21-280-002-0- 119	JAIL - CLOTHING ALLOWANCE	$823.75
2-1100-423-21-280-002-0- 211	JAIL - HEALTH INSURANCE	$0.00
2-1100-423-21-280-002-0- 212	JAIL - LIFE INSURANCE	$0.00
2-1100-423-21-280-002-0- 220	JAIL - FICA	$63.02
2-1100-423-21-280-002-0- 230	JAIL - RETIREMENT	$81.96
2-1100-423-21-280-002-0- 250	JAIL - UNEMPLOYMENT COMP	$4.12
2-1100-423-21-280-002-0- 260	JAIL - WORKER'S COMP	$0.00
	2012 Budgetary Impact	$972.85

2013 Budgetary Impact: **$1,181.00**

Possible Funding Sources: **CO. WIDE ADM. - CONTINGENCY**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-423-21-280-002-0

JAIL

AI- 31122

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIVISION COMM				$75,000.00	$75,000.00	$1,140.00	$0.00	$1,800.00	$0.00	$500.00	$78,440.00
0002	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0006	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,324.00
0007	113	LICENSED VOCATIONAL NURSE III	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,487.00
0008	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$780.00	$0.00	$0.00	$0.00	$0.00	$53,104.00
0009	113	LICENSED VOCATIONAL NURSE III	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,487.00
0010	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,324.00
0011	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,324.00
0012	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,324.00
0013	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,324.00
0014	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,324.00
0015	113	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	$52,254.00	$52,324.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,324.00
0016	113	LICENSED VOCATIONAL NURSE III	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,487.00
0017	113	LIEUTENANT STEP IV				$44,935.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	LIEUTENANT STEP IV				$44,935.00	$44,935.00	$1,200.00	$0.00	$3,300.00	$0.00	$0.00	$49,435.00
0019	113	LIEUTENANT STEP IV				$44,935.00	$44,935.00	$1,560.00	$0.00	$1,800.00	$0.00	$0.00	$48,295.00
0020	113	LIEUTENANT STEP IV				$44,935.00	$44,935.00	$1,260.00	$0.00	$1,200.00	$0.00	$0.00	$47,395.00
0021	113	LIEUTENANT STEP III				$43,416.00	$43,416.00	$720.00	$0.00	$1,200.00	$0.00	$0.00	$45,336.00
0022	113	LIEUTENANT STEP III				$43,416.00	$43,416.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$45,456.00
0023	113	LIEUTENANT STEP IV				$44,936.00	$44,936.00	$600.00	$0.00	$3,300.00	$0.00	$0.00	$48,836.00
0024	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,260.00	$0.00	$3,900.00	$0.00	$500.00	$50,437.00
0025	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$660.00	$0.00	$2,400.00	$0.00	$0.00	$43,911.00
0026	113	SERGEANT STEP II				$38,134.00	$38,134.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,554.00
0027	113	SERGEANT STEP II				$38,134.00	$38,134.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,674.00
0028	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$42,711.00
0029	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$1,320.00	$0.00	$600.00	$0.00	$0.00	$42,771.00
0030	113	SERGEANT STEP I				$36,845.00	$36,845.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,205.00
0031	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$42,651.00
0032	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$840.00	$0.00	$600.00	$0.00	$0.00	$42,291.00
0033	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$42,411.00
0034	113	SERGEANT STEP I				$36,845.00	$36,845.00	$480.00	$0.00	$0.00	$0.00	$0.00	$37,325.00
0035	113	SERGEANT STEP II				$38,134.00	$38,134.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,614.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-423-21-280-002-0

JAIL

AI- 31122

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0036	113	SERGEANT STEP II				$38,134.00	$38,134.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,674.00
0037	113	SERGEANT STEP IV				$40,850.00	$40,850.00	$1,320.00	$0.00	$600.00	$0.00	$0.00	$42,770.00
0038	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$42,171.00
0039	113	SERGEANT STEP IV				$40,850.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$960.00	$0.00	$0.00	$0.00	$0.00	$41,811.00
0041	113	SERGEANT STEP IV				$40,850.00	$40,851.00	$1,140.00	$0.00	$1,200.00	$0.00	$0.00	$43,191.00
0042	113	SERGEANT STEP II				$38,134.00	$38,134.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,554.00
0044	113	SERGEANT STEP I				$36,845.00	$36,845.00	$180.00	$0.00	$0.00	$0.00	$0.00	$37,025.00
0045	113	SERGEANT STEP IV				$40,850.00	$40,850.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,570.00
0046	113	SERGEANT STEP II				$38,134.00	$38,134.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,674.00
0047	113	DETENTION OFFICER STEP I				$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0048	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$2,700.00	$0.00	$0.00	$40,496.00
0049	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,750.00
0050	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$240.00	$0.00	$0.00	$0.00	$0.00	$31,756.00
0051	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$840.00	$0.00	$2,100.00	$0.00	$0.00	$40,076.00
0052	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$3,300.00	$0.00	$0.00	$41,096.00
0053	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00	$37,796.00
0054	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$720.00	$0.00	$0.00	$0.00	$0.00	$37,856.00
0055	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$960.00	$0.00	$0.00	$0.00	$0.00	$38,096.00
0056	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$960.00	$0.00	$0.00	$0.00	$0.00	$38,096.00
0057	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$38,456.00
0058	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$840.00	$0.00	$0.00	$0.00	$0.00	$37,976.00
0059	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00	$37,796.00
0060	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0061	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00	$37,796.00
0062	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$720.00	$0.00	$0.00	$0.00	$0.00	$37,856.00
0063	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$720.00	$0.00	$0.00	$0.00	$0.00	$37,856.00
0064	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$38,156.00
0065	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$38,216.00
0066	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$33,976.00
0067	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$900.00	$0.00	$0.00	$0.00	$0.00	$38,036.00
0068	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$840.00	$0.00	$0.00	$0.00	$0.00	$37,976.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0069	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$840.00	$0.00	$0.00	$0.00	$0.00	$37,976.00
0070	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$720.00	$0.00	$0.00	$0.00	$0.00	$37,856.00
0071	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$0.00	$0.00	$0.00	$33,735.00
0072	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$660.00	$0.00	$0.00	$0.00	$0.00	$37,796.00
0073	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$38,336.00
0074	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$780.00	$0.00	$0.00	$0.00	$0.00	$37,916.00
0075	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$720.00	$0.00	$0.00	$0.00	$0.00	$37,856.00
0076	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$720.00	$0.00	$0.00	$0.00	$0.00	$37,856.00
0077	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0078	113	SENIOR DETENTION OFFICER STEP IV				$37,136.00	$37,136.00	$780.00	$0.00	$0.00	$0.00	$0.00	$37,916.00
0079	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0080	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$4,500.00	$0.00	$0.00	$40,921.00
0081	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0082	113	SR. DETENTION OFFICER STEP III				$35,881.00	$35,881.00	$540.00	$0.00	$3,300.00	$0.00	$0.00	$39,721.00
0083	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0084	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$0.00	$0.00	$0.00	$31,696.00
0085	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$30,432.00
0086	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0087	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$38,521.00
0088	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0089	113	DETENTION OFFICER STEP I				$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0090	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$38,521.00
0091	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0092	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$0.00	$0.00	$0.00	$33,735.00
0093	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0094	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0095	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0096	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$1,500.00	$0.00	$0.00	$37,861.00
0097	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0098	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0099	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$37,681.00
0100	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$37,561.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0101	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$37,681.00
0102	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0103	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$3,900.00	$0.00	$0.00	$40,201.00
0104	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$37,561.00
0105	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0106	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0107	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$180.00	$0.00	$0.00	$0.00	$0.00	$30,630.00
0108	113	DETENTION OFFICER DTEP I				$30,450.00	$30,450.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$32,010.00
0109	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0110	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0111	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0112	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$600.00	$0.00	$0.00	$0.00	$0.00	$36,481.00
0113	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0114	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0115	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$38,461.00
0116	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0117	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$32,010.00
0118	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0119	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$0.00	$0.00	$0.00	$31,696.00
0120	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0121	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0122	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0123	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0124	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0125	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0126	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0127	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0128	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0129	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$600.00	$0.00	$0.00	$36,961.00
0130	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0131	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$600.00	$0.00	$0.00	$36,961.00
0132	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0133	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$360.00	$0.00	$0.00	$0.00	$0.00	$36,241.00
0134	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0135	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0136	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$600.00	$0.00	$0.00	$0.00	$0.00	$36,481.00
0137	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$2,700.00	$0.00	$0.00	$39,001.00
0138	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$600.00	$0.00	$0.00	$36,901.00
0139	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0140	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$2,100.00	$0.00	$0.00	$32,670.00
0141	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,880.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,420.00
0142	113	DETENTION OFFICER STEP II				$31,516.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0143	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0144	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0145	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$2,100.00	$0.00	$0.00	$32,670.00
0146	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0147	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$37,501.00
0148	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0149	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0150	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0151	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0152	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0153	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0154	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0155	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0156	113	SR. DETENTION OFFICER STEP I				$33,495.00	$33,495.00	$240.00	$0.00	$0.00	$0.00	$0.00	$33,735.00
0157	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0158	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$180.00	$0.00	$0.00	$0.00	$0.00	$30,630.00
0159	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$31,950.00
0160	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0161	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0162	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0163	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0164	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0165	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0166	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$600.00	$0.00	$0.00	$0.00	$0.00	$36,481.00
0167	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0168	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$31,650.00
0169	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0170	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0171	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$31,950.00
0172	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0173	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0174	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0175	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$600.00	$0.00	$0.00	$0.00	$0.00	$36,481.00
0176	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$600.00	$0.00	$0.00	$0.00	$0.00	$36,481.00
0177	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$38,401.00
0178	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0179	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0180	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0181	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$2,100.00	$0.00	$0.00	$33,796.00
0182	113	DETENTION OFFICER STEP I				$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0183	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0184	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0185	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0186	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$2,400.00	$0.00	$0.00	$38,701.00
0187	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0188	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0189	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0190	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0191	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0192	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0193	113	DETENTION OFFICER STEP I				$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0194	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$180.00	$0.00	$0.00	$0.00	$0.00	$30,630.00
0195	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0196	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0197	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0198	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0199	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0200	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0201	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0202	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0203	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$31,710.00
0204	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0205	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0206	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0207	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0208	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0209	113	DETENTION OFFICER				$29,232.00	$29,232.00	$180.00	$0.00	$0.00	$0.00	$0.00	$29,412.00
0210	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0211	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0212	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0213	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0214	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$1,200.00	$0.00	$0.00	$31,770.00
0215	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0216	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0217	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0218	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$0.00	$0.00	$0.00	$33,735.00
0219	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0220	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0221	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0222	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0223	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0224	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$1,200.00	$0.00	$0.00	$32,896.00
0225	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0226	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0227	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$38,521.00
0228	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,880.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,420.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0229	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0230	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$33,196.00
0231	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0232	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0233	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0234	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0235	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$2,400.00	$0.00	$0.00	$38,701.00
0236	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0237	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0238	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0239	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$38,401.00
0240	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0241	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0242	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0243	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$540.00	$0.00	$0.00	$0.00	$0.00	$36,421.00
0244	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0245	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0246	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0247	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0248	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$30,432.00
0249	113	SR. DETENTION OFFICER STEP III				$35,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0250	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0251	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,810.00
0252	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$240.00	$0.00	$0.00	$0.00	$0.00	$31,756.00
0253	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0254	113	DETENTION OFFICER STEP I				$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0255	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0256	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0257	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,361.00
0258	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0259	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$240.00	$0.00	$0.00	$0.00	$0.00	$31,756.00
0260	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0261	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0262	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0263	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0264	113	SR. DETENTION OFFICER STEP III				$35,880.00	$35,881.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,301.00
0265	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0266	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0267	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$1,500.00	$0.00	$0.00	$36,527.00
0268	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0269	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0270	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0271	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0272	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0273	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0274	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0275	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0276	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0277	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0278	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0279	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0280	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$37,127.00
0281	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0282	113	DETENTION OFFICER				$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0283	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0284	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0285	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$30,732.00
0286	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0287	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0288	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0289	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,990.00
0290	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$36,827.00
0291	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0292	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$37,127.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0293	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$240.00	$0.00	$0.00	$0.00	$0.00	$31,756.00
0294	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0295	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0296	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0297	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$30,732.00
0298	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0299	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0300	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0301	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0302	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0303	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0304	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$37,127.00
0305	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$180.00	$0.00	$0.00	$0.00	$0.00	$30,630.00
0306	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$36,227.00
0307	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0308	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0309	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0310	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0311	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$480.00	$0.00	$2,400.00	$0.00	$0.00	$36,375.00
0312	113	DETENTION OFFICER STEP II				$31,516.00	$31,516.00	$240.00	$0.00	$1,500.00	$0.00	$0.00	$33,256.00
0313	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0314	113	DETENTION OFFICER				$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0315	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0316	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$180.00	$0.00	$0.00	$0.00	$0.00	$30,630.00
0317	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$36,227.00
0318	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0319	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$35,895.00
0320	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0321	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$180.00	$0.00	$0.00	$0.00	$0.00	$30,630.00
0322	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$180.00	$0.00	$0.00	$0.00	$0.00	$30,630.00
0323	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0324	113	SR. DETENTION OFFICER STEP I				$33,495.00	$33,495.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,795.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

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JAIL

AI- 31122

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0325	113	SR. DETENTION OFFICER STEP I				$33,495.00	$33,495.00	$240.00	$0.00	$3,300.00	$0.00	$0.00	$37,035.00
0326	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0327	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0328	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$35,895.00
0329	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,967.00
0330	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$30,732.00
0331	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0332	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,450.00
0333	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$32,070.00
0334	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$30,432.00
0335	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0336	113	DETENTION OFFICER				$30,450.00	$29,232.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,012.00
0337	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$37,067.00
0338	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0339	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,967.00
0340	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$0.00	$0.00	$0.00	$33,735.00
0341	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$60.00	$0.00	$0.00	$0.00	$0.00	$30,510.00
0342	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$35,835.00
0343	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0344	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0345	113	SR. DETENTION OFFICER STEP I				$33,495.00	$33,495.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,795.00
0346	113	DETENTION OFFICER				$29,232.00	$29,232.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$30,432.00
0347	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$32,130.00
0348	113	DETENTION OFFICER				$30,450.00	$29,232.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,232.00
0349	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$600.00	$0.00	$0.00	$35,627.00
0350	113	SR. DETENTION OFFICER II				$34,667.00	$34,667.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,027.00
0351	113	SR. DETENTION OFFICER I				$33,495.00	$33,495.00	$240.00	$0.00	$0.00	$0.00	$0.00	$33,735.00
0352	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$180.00	$0.00	$0.00	$0.00	$0.00	$30,630.00
0353	113	DETENTION OFFICER STEP I				$30,450.00	$30,450.00	$120.00	$0.00	$0.00	$0.00	$0.00	$30,570.00
0354	113	PLUMBER I	8	1	$31,815.00	$31,815.00	$31,969.00	$540.00	$0.00	$0.00	$0.00	$0.00	$32,509.00
0355	113	AIR CONDITION TECHNICIAN I	7	3	$31,520.00	$31,520.00	$31,969.00	$540.00	$0.00	$0.00	$0.00	$0.00	$32,509.00
0356	113	ELECTRICIAN I	8	1	$31,815.00	$31,815.00	$31,969.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,269.00

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COMMISSIONER COURT
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JAIL

AI- 31122

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0357	113	AIR CONDITION TECHNICIAN I	7	2	$30,489.00	$30,489.00	$30,489.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,849.00
0358	113	COOK III	6	6	$32,051.00	$32,051.00	$32,051.00	$900.00	$0.00	$0.00	$0.00	$0.00	$32,951.00
0359	113	COOK III	6	6	$32,051.00	$32,051.00	$32,051.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,411.00
0360	113	ACCOUNTANT I	8	1	$31,815.00	$31,815.00	$31,815.00	$480.00	$0.00	$0.00	$0.00	$0.00	$32,295.00
0361	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0362	113	CERTIFIED MEDICAL ASSISTANT	7	1	$29,458.00	$29,458.00	$29,875.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,875.00
0363	113	CERTIFIED MEDICAL ASSISTANT	7	1	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0364	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0365	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0366	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0367	113	CERTIFIED MEDICAL ASSISTANT	7	3	$31,520.00	$31,520.00	$31,520.00	$780.00	$0.00	$0.00	$0.00	$0.00	$32,300.00
0368	113	MAINTENANCE IV	7	2	$30,489.00	$30,489.00	$30,489.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,849.00
0369	113	MAINTENANCE IV	7	1	$29,458.00	$29,458.00	$29,458.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,758.00
0370	113	MAINTENANCE IV	7	2	$30,489.00	$30,489.00	$30,489.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,969.00
0371	113	MAINTENANCE IV	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0372	113	COOK III	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0373	113	COOK III	6	3	$29,186.00	$29,186.00	$29,323.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,923.00
0374	113	COOK III	6	3	$29,186.00	$29,186.00	$29,323.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,623.00
0375	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$27,997.00
0376	113	COMMUNICATIONS OPERATOR I	6	1	$27,276.00	$27,276.00	$27,276.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,636.00
0377	113	COMMUNICATIONS OPERATOR I	6	1	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0378	113	COMMUNICATIONS OPERATOR I	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0379	113	COMMUNICATIONS OPERATOR I	6	1	$27,276.00	$27,276.00	$27,276.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,696.00
0380	113	COMMUNICATIONS OPERATOR I	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0381	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,564.00
0382	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,084.00
0383	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,084.00
0384	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,444.00
0385	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,384.00
0386	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,624.00
0387	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,384.00
0388	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,564.00

HIDALGO COUNTY
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JAIL

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0389	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,084.00
0390	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,564.00
0391	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,717.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,717.00
0392	113	CUSTODIAN II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0393	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0394	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,711.00
0395	113	ELECTRICIAN I	8	1	$31,815.00	$31,815.00	$31,969.00	$480.00	$0.00	$0.00	$0.00	$0.00	$32,449.00
0398	113	COMMUNITY SERVICE SPECIALIST	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
		AUTHORIZE CLOTHING ALLOWANCE →										**$500.00**	
0399	113	CAPTAIN	0	0	$0.00	$55,000.00	$55,000.00	$1,440.00	$0.00	$3,000.00	$0.00	~~$0.00~~	$59,440.00
		AUTHORIZE CLOTHING ALLOWANCE →										**$500.00**	
0400	113	CAPTAIN	0	0	$0.00	$55,000.00	$55,000.00	$780.00	$0.00	$0.00	$0.00	~~$0.00~~	$55,780.00
					$1,846,617.00	$13,410,950.00	$12,688,917.00	$127,500.00	$0.00	$138,900.00	$0.00	$2,000.00	$12,956,317.00

Approval to authorize clothing allowance to the two (2) newly created Captain positions, previously approved by CC on 01/17/12, as highligted above. Personnel actions pending CC approval.

DATE: February 23, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Jail

ACCOUNT NUMBER: 2-1100-42X-XX-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1100-415-00-115-002-0- 899	CO. WIDE ADM.	CONTINGENCY	($972.85)
TO			
2-1100-423-21-280-002-0- 119	JAIL -	CLOTHING ALLOWANCE	$823.75
2-1100-423-21-280-002-0- 220	JAIL -	FICA	$63.02
2-1100-423-21-280-002-0- 230	JAIL -	RETIREMENT	$81.96
2-1100-423-21-280-002-0- 250	JAIL -	UNEMPLOYMENT COMP	$4.12
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund clothing allowance and related fringe benefit expenditures for two (2) Captain positions, previously approved by CC on 01/17/12.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-31264 **12. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Juan Martinez

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Recognition of Wesley Dylan Bradley, Chief Deputy Fire Marshal for his 7 years of service with Hidalgo County.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 11:04 AM
Roland Garcia	Rolando Garcia	03/02/2012 10:31 AM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Yolanda Orozco Started On: 02/29/2012 09:09 AM

Final Approval Date: 03/02/2012

AI-31143 **13. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Oscar Montoya

Department: COUNTY JUDGE

Information

CAPTION

Approval to submit for reimbursement of grant award (#DR-1780-002) from the State of Texas - Division of Emergency Management in the amount of $36,784.73 for Hazard Mitigation grant, with authority for County Judge to sign the required documentation.

BACKGROUND

The nature of this program is to comply with the Hidalgo County portion of the Cover the Border Hazard Mitigation Action Plan, adopted by Hidalgo County Commissioners Court on October 14, 2008. Refer to pages 18.15 and 18.16 of the Hidalgo County portion of the Cover the Border Hazard Mitigation Action Plan, "To promote the use of NOAA All-Hazards radios for early warning and post-event information", classified as a High Priority.

The GDEM approved project is to purchase NOAA All Hazards Radios and distribute them to facilities serving special populations via an emergency preparedness education program, to be administered by Hidalgo County Emergency Management, as a means to allow these facilities to take appropriate action to protect lives and property.

Hidalgo County Commissioners Court approved to apply and submit the HMGP application on January 27, 2009.

Hidalgo County Commissioners Court approved to approved to accept the HMGP grand award on October 13, 2009.

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1283-331-12-300-026-0-000

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

BUDGETARY IMPACT:

Reimbursement Revenue account:
2-1283-331-12-300-026-0-000

Attachments

Project Payment Request

Purchases - Support Doc.

Certification of Completion Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 11:29 AM
Roland Garcia	Rolando Garcia	03/01/2012 02:53 PM
Auditor's Office	Arcilia Duran	03/02/2012 01:20 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Irma Saenz Started On: 02/21/2012 11:11 AM

Final Approval Date: 03/02/2012

TEXAS DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY HAZARD MITIGATION PROJECT PAYMENT REQUEST

1. GRANTEE	2. PROJECT NUMBER ASSIGNED	3. SUB-GRANTEE (Name and complete address, including zip code)
TEXAS DEPARTMENT OF PUBLIC SAFETY	DR-1780-002	Hidalgo County, TX Offices 100 E. Cano, 2nd FL. Edinburg, TX 78539

4. EMPLOYER I.D. NO.	5. TOTAL APPROVED FEMA SHARE	6. FINAL REPORT	7. FEDERAL FISCAL YEAR	8. PERFORMANCE PERIOD	9. Period Covered This Report
74-600717	$37,500.00	X YES NO	2009	From: 7/30/2009 To: 7/30/2011	From 1/1/2010 To: 6/30/2010

STATUS OF REPORT

10. QUARTER → / DATE ENDING →	(a) Quarter 1 12/31/10	(b) Quarter 2 03/31/11	(c) Quarter 3 06/30/11	(d) Quarter 4 09/30/11	(e) TOTAL
a. Total Salaries	$0.00	$0.00	$0.00	$0.00	**$0.00**
b. Total Benefits	$0.00	$0.00	$0.00	$0.00	**$0.00**
c. Total Salaries & Benefits (a + b)	$0.00	$0.00	$0.00	$0.00	**$0.00**
d. Total Travel Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
e. Total Reproduction/Distribution Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
f. Total Other Itemized Costs	$49,046.31	$0.00	$0.00	$0.00	**$49,046.31**
g. Total Project Costs (c + d + e + f)	**$49,046.31**	**$0.00**	**$0.00**	**$0.00**	**$49,046.31**
h. Sub-Grantee Share of Project Cost @ 25%	$12,261.58	$0.00	$0.00	$0.00	**$12,261.58**
i. Federal Share of Project Cost @ 75%	$36,784.73	$0.00	$0.00	$0.00	**$36,784.73**

DETAILED EXPLANTION OF EXPENSE ITEMS REPORTED IN 10a THROUGH 10f

11. REMARKS: Attach itemized list of project expenses (examples shown below, use additional pages if needed) **CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE**

1). EMERGENCY DYNAMO CRANK RADIOS 1,500 @ $30.77 = $46,155.00
2) BAGS/PADS/PENS/SUPPLIES ' $ 2,891.31
TOTAL $49,046.31

12. ***CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete. That all project work was contracted through a competitive bid process and verification of all bids may be required for successful application and completion of the project.***

TYPE OR PRINT NAME AND TITLE	SIGNATURE OF AUTHORIZED REPRESENTATIVE	TELEPHONE NO. (include area code & extension)	DATE SIGNED

COUNTY OF HIDALGO
EDINBURG, TEXAS

FIRST NATIONAL BANK
MEMBER FDIC
88-2141/1149

SPECIAL REVENUE FUNDS

Check Date	Check No.	Amount
02/23/10	00349995	$46,155.00

VOID AFTER 90 DAYS

was allowed by the Commissioners Court of Hidalgo County, Texas, at its term of Court indicated above, and to be paid out of the

PAY
FORTY SIX THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS AND 00 CENTS

NON-NEGOTIABLE COUNTY TREASURER

TO THE ORDER OF
MIDLAND RADIO CORPORATION
P.O. BOX 844456
DALLAS TX 75284-4456

Witness my hand and seal of said court

NON-NEGOTIABLE COUNTY AUDITOR

Pay the above stated amount to the order of the payee named.

NON-NEGOTIABLE COUNTY CLERK

COPY COPY COPY COPY COPY

VENDOR: MIDLAND RADIO CORPORATION

DATE	CHECK NO.	VENDOR NO.
02/23/10	00349995	376019

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
0399723-IN	0000012 EMERGENCY SERVICES	634227	46,155.00

Account No
0-1283-429-10-300-026-0-619

Payment Amount Total
46,155.00

SCANNED
MAR - 5 2010
INITIALS: JS

MIDLAND
RADIO CORPORATION
5900 Parretta Drive, Kansas City, MO 64120
Tel#: 816-241-8500 Fax#: 816-241-5713

Customer No.	Invoice No.	Invoice Date	Salesperson	Order No.	Payment Due
0000012	0399723-IN	1/21/2010	0500	0330482	46,155.00
					Amount Enclosed

HIDALGO COUNTY
JAN 25 2010
[illegible] MARSHAL'S OFFICE
RECEIVED
FEB 04 2010
By MC

RECEIVED BY
COUNTY AUDITOR
FEB 5 PM 3 28

SOLD TO:

EMERGENCY SERVICES
1615 S. CLOSNER - STE G-H
BUYER: BALVAREZ
Edinburg, TX 78539

SHIP TO:

EMERGENCY SERVICES
1615 S. CLOSNER - STE G-H
BUYER: BALVAREZ
Edinburg, TX 78539

***REMIT TO:** ~~Midland Radio Corporation~~, P.O. Box 844456, Dallas, TX 75284-4456

Detach & return this part with payment

Any claims relating to this invoice must be filed within 60 days from date.

Customer Number	Invoice Number	Invoice Date	Invoice Due Date	Page
0000012	0399723-IN	1/21/2010	2/20/2010	Page 1 of 1

Purchase Order	Terms	Ship Via	Net Charges	Freight	Tax	Total Amount
634227	NET 30 DAYS	FDF	46,155.00	0.00	0.00	46,155.00

INVOICE

ITEM CODE / DESCRIPTION	UNIT	ORDERED	SHIPPED	BACKORDER	UNIT PRICE	TOTAL
ER102 EMERGENCY DYNAMO CRANK RADIO	EACH Whse: 001	1,500	1,500	0	30.77 ℄	46,155.00

Through grant
Give away
people

PAID FEB 23 2010

Goods/services Received by: [illegible] on 1-25-2010
Invoice Received by: M. Elizondo on 2/4/10
Purchase Order #: 634227
Acct# 0-1483-429-10-300-026-0-619

PLEASE NOTE NEW REMITTANCE ADDRESS:

PO BOX 844456
DALLAS, TX 75284-4456

Approved By

05FEB2010
Date

Net Invoice:	46,155.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	46,155.00

THANK YOU FOR YOUR BUSINESS!

ER102



ENLARGE VIEW

Product Details

Highlights:

- Crank Power perfect for Severe Weather Survival
- Automatic Alert warns you of hazardous conditions
- Flashlight Visual Alert for the hearing impaired

Key Features:

- 7 Weather Channels
- Thermometer with Freeze Alert
- Wake to Local Weather, AM/FM or Buzz
- 4 Sources of Power

Price: $59.99

Quantity:

Features

- 7 Preset Weather Channels
- Alert Override automatically switches from AM/FM to warn you of hazardous conditions
- 3 Alert Types- Display, Voice or Flashlight
- Flashlight Visual Alert perfect for the hearing impaired
- AM/FM Radio allows you to stay informed
- 4 Sources of Power- Alkaline Batteries, AC Adapter, Crank or Rechargeable Battery
- Alarm Clock - Wake to local Weather, AM/FM or Buzz
- Thermometer with Freeze Alert
- Telescoping Antenna provides crystal clear reception
- Water Resistant
- USB Connector- Allows you to charge your cell phone in an emergency
- Uses 3 AA alkaline batteries (not included)
- All Hazards Alert - in addition to important weather announcements your radio will also receive other emergency announcement such as:
  - Child Abduction Emergency (Amber Alert)
  - Nuclear Power Plant Warning
  - Biological Hazard Warning
  - Civil Emergency Message
  - Fire Warning
  - Landslide Warning

*Features and specifications subject to change without notice.

Specifications

Channels	7 Weather
Frequency band	162.400- 162.550 MHz
FM/AM Frequency	AM 530 ~ 1700 kHz, FM 87.9 ~108.1 MHz
Unit Dimensions (H x Wx D) in	6 x 8 x 2
Unit Weight (lbs)	1.2
Package Size (H x Wx D)	6.45 x 9.88 x 2.55
Package Weight (lbs)	3.3

Display Size (W x H) in	3 x 1
RoHS Compliant	Yes
Power Requirement	3 AA or 6V DC
Crank Recharging	2 TPS x 90 sec= 60 minutes operating time
Operating Temperature Range	10- 50 C
Alert	1050 Hz tone
Certification	Part 15

In The Box

- Radio
- AC adapter
- Owner's manual

MIDLAND
RADIO CORPORATION
5900 Parretta Drive, Kansas City, MO 64120
Tel: 816-241-8500 Fax: 816-241-5713

Customer No.	Invoice No.	Order Date	Salesperson	Order No.	Ship Date
0000012	0399723	1/20/2010	0601	0330482	1/21/2010

********** **PACKING SLIP** **********

RECEIVED BY
COUNTY AUDITOR
2010 FEB 5 PM 3 28

Sold To:

EMERGENCY SERVICES
1615 S. CLOSNER - STE G-H
BUYER: BALVAREZ
Edinburg, TX 78539
Confirm To:

Ship To:

EMERGENCY SERVICES
1615 S. CLOSNER - STE G-H
BUYER: BALVAREZ
Edinburg, TX 78539
Number of Packages: 1

1

Customer P. O.	Ship VIA	F. O. B.	Terms
634227	FDF	PPD	NET 30 DAYS

Item Number	Unit	Ordered	Shipped	Backordered
ER102	EACH	1,500	1,500	0
EMERGENCY DYNAMO CRANK RADIO				
Customer P/N:				

RECEIVED
JAN 25 2010
By

THANK YOU FOR YOUR BUSINESS!

MIDLAND RADIO CORPORATION
www.midlandradio.com

http://www.dir.state.tx.us

Texas Department of Information Resources Contract Number: DIR-SDD-1040

Midland Radio Corporation is the only Designated Order Filler for Contract Number DIR-SDD-1040. For questions related to Midland's DIR contract or to obtain quotes for products listed, please contact:

Contract Administrator:	**Susan Ballew, Director, Government Contracting**
Company Address:	**5900 Parretta Drive, Kansas City, MO 64120**
Phone:	**816-241-8500 ext 234**
Toll Free:	**800-821-7848**
Fax:	**816-241-5713**
E-mail:	**sballew@midlandradio.com**
Website:	**www.midlandradio.com**
Hours of Operation	**Monday-Friday – 8:00 AM – 5:00 PM CST**

Through its DIR contract, Midland Radio Corporation offers the following land mobile radio equipment:

Class/Items Available
725-13 Batteries, Radio/Communication
725-74 Two-Way Radio, Portable, Including Vehicle Radio Relay Systems
725-78 Two-Way Radio Receivers, Transmitters, Transceivers: Mobile and Base Station/Repeaters
725-82 Two-Way Radio Supplies, Parts, and Accessories

For Midland DIR Contract Pricing, click here.

For Midland portable, mobile, and base station/repeater specifications, click here.

Midland Radio Corporation is pleased to be a part of the **Texas Go DIRect Program**, which allows customers to purchase items directly from Midland, as a DIR-contracted vendor. For guidelines on placing Purchase Orders for Midland products through the Texas GoDirect Program, click here. **(http://www.dir.state.tx.us/store/busops/go-direct/index.htm)**

Midland Warranty Clause and Statement, click here
Midland Return Policy, click here
Midland Warranty and Non-Warranty Repair Procedure, click here

Midland ER102 Emergency Crank Weather Alert Radio

FEATURES

Dynamic Crank
NOAA All Harzards Alert Weather
Backlit LCD
AM/FM Radio
Clock with Alarm
Water Resistant
Alert Override
Visual Alert
Freeze Alert
Flashlight
3 Types of Power
Cell Phone Charger

DESCRIPTION	MODEL	Customer Discount %	MSRP	Customer Price
Emergency Crank Weather Alert Radio (package includes Radio, AC Adapter and Owner's Manual)	ER102	45%	$55.95	$30.77

Midland WR100 All-Hazard Weather Alert Radio

FEATURES

S.A.M.E Technology
AA Battery Backup System
Easy Scroll-Through Programming
Alert Overide Automatically Switches from Radio to Alerts
Alarm Clock with Snooze
Over 60 Emergency Alerts such as hazardous weather & local alerts
Up-to-date Weather Information Direct from the Weather Service

DESCRIPTION	MODEL	Customer Discount %	MSRP	Customer Price
All Hazard Weather Alert Radio ((includes Radio, AC Power Adapter, Owner's Manual)	WR100	45%	$39.99	$21.99

Optional Accessories

Purchase Order

COUNTY OF HIDALGO

PO#: 634227

DATE: 01/19/10

RECEIVED BY
COUNTY AUDITOR

2010 FEB 5 PM 3 28

VENDOR: 376019 REQ:00168114
FAX (816)241-5713 Email:
Phone:(816)241-8500
MIDLAND RADIO CORPORATION
5900 PARRETTA DRIVE
KANSAS CITY MI 64120
Vendor Acct:

BUYER: BALVAREZ
SHIP TO: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539

CONTACT:
SITE: EMERGENCY SERVICES
Contract No:

Special Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		DIR-SDD-1040		
		DEPARTMENT OF INFORMATION RESOURCE (TX DIR) PURCHASING PROGRAM (DIR-SDD1040) - MIDLAND RADIO CORPORATION		
1500	EACH	ER102 MIDLAND ER102 EMERGENCY CRANK WEATHER ALERT RADIO (PACKAGE INCLUDES RADIO, AC ADAPTER AND OWNERS MANUAL)	30.77	46,155.00
1		BID AWARD THROUGH CC 12/8/09	.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		46,155.00
		********** For Hidalgo County use only **********		
		0-1283-429-10-300-026-0-619 46,155.00		
		Approved		

Authorized by: Martha L. Salazar

COUNTY OF HIDALGO
EDINBURG, TEXAS

FIRST NATIONAL BANK
MEMBER FDIC
88-2141/1149

SPECIAL REVENUE FUNDS

Check Date	Check No.	Amount
06/01/10	00353165	$2,891.31

VOID AFTER 90 DAYS

was allowed by the Commissioners Court of Hidalgo County, Texas, at its term of Court indicated above, and to be paid out of the

PAY
TWO THOUSAND EIGHT HUNDRED NINETY ONE DOLLARS AND 31 CENTS

NON-NEGOTIABLE COUNTY TREASURER

TO THE ORDER OF
4IMPRINT, INC.
P.O. BOX 1641
MILWAUKEE MI 53201-1641

Witness my hand and seal of said court

NON-NEGOTIABLE COUNTY AUDITOR

Pay the above stated amount to the order of the payee named.

NON-NEGOTIABLE COUNTY CLERK

COPY COPY COPY COPY COPY

VENDOR: 4IMPRINT, INC.

DATE	CHECK NO.	VENDOR NO.
06/01/10	00353165	357359

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
1739632	1775184	638058	2,891.31

Account No
0-1283-429-10-300-026-0-603

Payment Amount Total
2,891.31

SCANNED
DATE: 6/17/10

4imprint

RECEIVED
MAY 04 2010
By M.E 2010

RECEIVED BY
COUNTY AUDITOR
2010 MAY 5 PM 2 19

Invoice 1739632 Page 1

101 Commerce St
PO Box 320
Oshkosh, WI 54901

www.4imprint.com

Toll Free 877-446-7746
Free Fax 800-355-5043

ACCOUNTS PAYABLE DEPT
HIDALGO COUNTY JUDGES OFFICE
1615 SOUTH CLOSNER SUITE G
EDINBURG TX 78539

Shipping Address
Ms Brenda Salazar
Hidalgo County Judges Office
1615 South Closner Suite G-H
EDINBURG, TX 78539
USA
Tel: 956-318-2615

Invoice Number	1739632	**Account No.**	1775184
Invoice Date	April 29, 2010	**Account Rep.**	Jennifer Groskreutz
Your Order No.	638058	**Our Order No.**	4886753

Item Bottom Gusset Polypropylene Shopper - 13" x 12" **Colors** (Bag,Trim): Lime Green, Lime Green

Qty	Item #	Description	Unit $	Price $	Total $
1,500	106858-1213	Bottom Gusset Polypropylene Shopper - 13" x 12"	0.9200	1,380.00	1,380.00
1	Set-Up Charge	Set-Up Charge	50.0000	50.00	50.00
		Freight		87.85	87.85
					1,517.85

Item Scratch Pads - 4" x 6" **Colors** (Paper,Trim): White, White

Qty	Item #	Description	Unit $	Price $	Total $
1,500	83025	Scratch Pads - 4" x 6"	0.4500	675.00	675.00
1	Set-Up Charge	Set-Up Charge (1st Color)	30.0000	30.00	30.00
		Freight		143.06	143.06
					848.06

Item Simplistic Pen **Colors** (Barrel and Plunger,Clip): White, Blue

Qty	Item #	Description	Unit $	Price $	Total $
2,500	107991	Simplistic Pen	0.1800	450.00	450.00
1	Set-Up Charge	Set-Up Charge	20.0000	20.00	20.00
		Freight		55.40	55.40
					525.40

Payments

PAID JUN 01 2010

Total Net	2,891.31
Total Tax	0.00
Grand Total	2,891.31
Total Due	2,891.31

Please ensure that payment is received by May 29 2010.

Goods/services Received by:
M. Elizondo on 4/19/10

Invoice Received by:
M. Elizondo on 5/4/10

Purchase Order #: 638058

Acct# 0-1283-429-10-300-021-0-603

A.A. Tony Perez
Approved By

04 MAY 2010
Date

101 Commerce St
PO Box 320
Oshkosh, WI 54901

www.4imprint.com

Toll Free 877-446-7746
Free Fax 800-355-5043

RECEIVED BY
COUNTY AUDITOR

2010 MAY 5 PM 2 19

Invoice Number	1739632	**Account No.**	1775184
Invoice Date	April 29, 2010	**Account Rep.**	Jennifer Groskreutz
Your Order No.	638058	**Our Order No.**	4886753

Thank You! We appreciate your business.
Any overruns you may have received are yours with our compliments.

- **To insure proper credit to your account,** please quote "**1739632/1775184**" on your check or remittance.
- **If you are not satisfied with your order,** please call **1-800-300-0764.** All claims must be made within 5 days of receipt.
- **Any questions regarding your invoice?** Please call 1-800-982-8979. Our terms are Net 30.
- **Please make checks payable to 4imprint**

4imprint Federal ID #39-1837105, GSA Contract # GS-07F-9626S. A Late Payment Charge based on maximum annual percentage allowed by your state law will be applied to this balance owed under this invoice when the invoice becomes past due. The purchaser agrees to pay all of the company's reasonable attorney's fees and any collection agency fees incurred in the collection of any amount owed hereunder and not paid when due. Purchaser agrees to pay any sales or use tax. No credit will be issued for returned merchandise without our consent. This invoice is a conditional acceptance by the seller of the buyer's offer to purchase seller's goods. It may contain terms which differ from or add to those contained in the buyer's purchase order, and to the extent that this is the case, the seller hereby expressly conditions its acceptance of the buyer's offer on the buyer's assent to the additional or different terms. The buyer's receipt and retention of the goods covered by this invoice constitutes acceptance of any such additional or different terms. The buyer and seller agree that any contract hereby entered into has been made and is to be construed according to our State Law.

Please visit our website - www.4imprint.com

Please Remit to:
4imprint, Inc.
P.O. Box 1641
Milwaukee, WI 53201-1641

P A C K I N G S L I P

RECEIVED
COUNTY AUDITOR
2010 MAY 5 PM 2 19

INVOICE# 50805

INVOICE DATE 04/13/2010

4 IMPRINT
101 COMMERCE STREET
OSHKOSH, WI 54901

SHIP TO:
HIDALGO COUNTY JUDGES OFFICE
MS BRENDA SALAZAR
1615 SOUTH CLOSNER
SUITE G-H
EDINBURG, TX 78539

CUSTOMER ACCOUNT# 19202367272

PURCHASE ORDER# 4886753

QUANTITY	UNIT DESC	DESCRIPTION	UNIT PRICE	AMOUNT
		"HIDALGO COUNTY EMERGENCY MANAGEMENT"		
1500.00	EACH	NPD-MM-50 4" X 6" RECTANGLE NOTE PAD WHITE OFFSET 50 SHEETS/PAD IMPRINT COLOR - 282 BLUE		

SHIP DATE 04/13/2010 REC'D BY: _____

SHIP VIA FEDXGRND DATE RECEIVED _____

RECEIVED
APR 19 2010
By M.E

FEMA

Hazard Mitigation Grant Program (HMGP)

The Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. The HMGP is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

HMGP Guiding Documents

For disasters declared on or after June 1, 2009, please refer to FY2010 Hazard Mitigation Assistance (HMA) Unified Guidance.

For disasters declared prior to June 1, 2009, please refer to the HMGP Desk Reference.

Guidance on Property Acquisition and Relocation for the Purpose of Open Space

The information below pertains to acquisition projects that were implemented as part of disasters declared between December 3, 2007 and June 1, 2009.

Recent amendments to Title 44 of the Code of Federal Regulations added a new Part 80, Property Acquisition and Relocation for Open Space. More detailed guidance to assist with implementation of the provisions found in Part 80 has also been developed. This property acquisition and relocation guidance applies to all FEMA hazard mitigation grant programs. It is included in the FY09 Hazard Mitigation Assistance (HMA) Program Guidance at Section 2.3.13 and also governs this project type under the Hazard Mitigation Grant Program (HMGP) in place of previous desk reference sections. The property acquisition guidance section must be read in conjunction with the overall requirements for each grant program including the HMGP. The Part 80 rule and implementing property acquisition guidance are effective for all disasters declared on or after December 3rd, 2007 (12/03/2007).

Please click here for information on the FEMA guidance on property acquisition for the purpose of open space for the HMGP. The document linked here is identical to that contained in the FY09 Unified HMA Guidance document, and reflects the section references to that document.

Frequently Asked Questions

- What is the Hazard Mitigation Grant Program?
- Who is eligible to apply?
- What types of projects can be funded?

- How are potential projects selected and identified?
- What are the minimum project criteria?
- How much money is available in the HMGP?
- How do I apply for the Hazard Mitigation Grant Program?
- What is the deadline for applying for HMGP funds?
- How long will it take to get my project approval?
- Will I be forced to sell my home if my community is granted funding for an HMGP acquisition project?
- Why didn't I receive HMGP funds when some of my neighbors did?
- Will someone be able to rebuild and make a profit on the property I sell in an HMGP acquisition project?
- How can I get more information about the HMGP?

TEXAS DIVISION OF EMERGENCY MANAGEMENT
TEXAS DEPARTMENT OF PUBLIC SAFETY
WWW.TXDPS.STATE.TX.US/DEM

ASSISTANT DIRECTOR / CHIEF
JACK COLLEY

April 30, 2010

Honorable Rene A. Ramirez
Hidalgo County Judge
P. O. Box 1356
Edinburg, Texas 78540

Re: DR 1780-002 Hidalgo County NOAA All Hazard Radios

Dear Judge Ramirez,

In consideration of the good project management exhibited on this grant, your request to extend the performance period of your grant for an additional twelve months is approved.

The new project completion date will be July 30, 2011. All of the requirements of the original performance period shall extend to the new completion date.

Congratulations on a job well done.

Sincerely,

Greg Pekar
State Hazard Mitigation Officer

GP/hs

Mail: PO Box 4087 Austin, Texas 78773 **Courier:** 5805 N. Lamar Blvd. Austin, Texas 78752
Telephones: Main: 512-424-2138 ★ 24 hour: 512-424-2208 ★ Fax: 512-424-2444

Purchase Order

COUNTY OF HIDALGO

PO#: 638058

DATE: 03/31/10

VENDOR: 357359 REQ:00173132
FAX (800)355-5043 Email:
Phone:(877)446-7746
4IMPRINT, INC.
101 COMMERCE ST
P.O. BOX 320
OSHKOSH WI 54901
Vendor Acct:

Special Instructions:

BUYER: BALVAREZ
SHIP TO: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539
CONTACT:
SITE: EMERGENCY SERVICES
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		HAZARD MITIGATION GRANT PROGRAM PROJECT NO. 2009-410-SMA		
1500	EACH	106858-1213 BOTTOM GUSSET POLYPROPYLENE SHOPPER - 13" X 12"	.92	1,380.00
1	EACH	SET-UP CHARGE	50.00	50.00
2500	EACH	107991 SIMPLISTIC PEN	.18	450.00
1	EACH	SET-UP CHARGE	20.00	20.00
1500	EACH	83025 SCRATCH PADS - 6" X 4"	.45	675.00
1	EACH	SET-UP CHARGE (1ST COLOR)	30.00	30.00
1	EACH	FREIGHT	87.85	87.85
		Freight		198.46
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,891.31
		********** For Hidalgo County use only **********		
		0-1283-429-10-300-026-0-603 2,891.31		
		Approved ----------		

Authorized by: Martha L. Salazar

MITIGATION GRANT

CERTIFICATE OF COMPLETION

SUBGRANTEE: Hidalgo County, TX

HMGP NUMBER DR-1780-002

FINAL PROJECT COST $49,046.31

FEMA SHARE AUTHORIZED $37,500.00

FEMA SHARE SPENT $36,784.73

DATE PROJECT COMPLETED 06-01-2010

SUBGRANTEE ID NUMBER 74-600717

CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL WORK AND COSTS CLAIMED ARE ELIGIBLE IN ACCORDANCE WITH THE GRANT CONDITIONS, ALL WORK CLAIMED HAS BEEN COMPLETED, AND ALL COSTS CLAIMED HAVE BEEN PAID IN FULL.

SIGNED:

APPLICANT'S AUTHORIZED REPRESENTATIVE

TITLE: Hidalgo County Judge

DATE:

AI-31196 **13. B.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Oscar Montoya

Department: COUNTY JUDGE

Information

CAPTION

Discussion and possible action regarding approval to apply and submit for the Hazard Mitigation Grant Program, DR-4029-TX HMGP, with authority for County Judge to sign the required documentation.

BACKGROUND

The current Hazard Mitigation Action Plan "Cover the Border" initiative FY2008 - FY2013, is set to expire in August/September of 2013. This plan was first developed in coordination with the Rio Grande Institute, TAMIU, H2O Partners, and the LRGVDC in FY2008. This plan included fourteen counties along the Rio Grande Border. Due to new state requirements individual County Plans will be preferred for all new plans.

Pre-Disaster Mitigation funds have become available to update the current plan. Our region received an invitation to apply for funding to create a Hazard Mitigation Plan for Hidalgo County from the Texas Department of Public Safety, Texas Division of Emergency Management Mitigation Office.

This Plan addresses a broad range of natural and man-made hazards that may impact border jurisdictions and is designed to help ensure the protection of citizens within this region. It is also designed to ensure that the region will sustain fewer losses and recover more quickly when confronted by such disasters that will inevitably occur. This plan is also intended to:

· Minimize disruption following a disaster;

· Streamline disaster recovery by articulating actions to be taken before a disaster strikes to reduce or eliminate future damage;

· Serve as a basis for future funding that may become available through grant and technical assistance programs offered by the State or Federal government. The plan will enable participating jurisdictions to take advantage of rapidly developing mitigation grant opportunities as they become available and;

· Ensure that participating jurisdictions maintain their eligibility status for the full range of future Federal disaster relief. Since November 01, 2004, certain forms of Federal mitigation assistance for projects are available only to those jurisdictions that have a FEMA-approved Hazard Mitigation Action Plan.

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1283-429-10-300-026-3-XXX

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

BUDGETARY IMPACT:

Total Grant Project Costs - $133,000.00
FEMA - $99,750.00 Local Match - $33,250.00

Attachments

Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 03:20 PM
Roland Garcia	Rolando Garcia	03/02/2012 03:03 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Irma Saenz Started On: 02/23/2012 01:48 PM

Final Approval Date: 03/02/2012



Texas Division of Emergency Management

Planning Grant Application Packet



HAZARD MITIGATION ACTION PLAN
HMGP GRANT APPLICATION CHECKLIST

SUB-APPLICANT: Hidalgo County

NFIP STATUS: Participating

PROJECT DESCRIPTION:

Hidalgo County Hazard Mitigation Plan

EMERGENCY PREPAREDNESS APPROVAL LEVEL: Advanced

MAP DATE: 09/2013

DOCUMENT	COMPLETE	COMMENTS *See page 20 for State priority and funding parameters.*
1. Texas State Application	☐	
2. State of Texas Assurances	☑	
3. SF 424 - Federal Application	☑	
a. FEDERAL ASSURANCES FEMA 20-16	☑	Summary sheet for assurances
b. 20-16 A & C	☑	Non-construction assurances and lobbying certification
4. Project Officer Designation Form	☑	Mario A. Betancourt, Deputy EMC, Hidalgo County
5. Third Party Officer Designation Form	☑	Contractors (if applicable) An RFP will be developed to contract an eligible firm.
6. Floodplain Manager Form	☑	N/A
7. 25% Or More Match Certification	☑	*Label as: Attachment A.*
8. Scope of Work	☑	*Label as: Attachment B.* Plans do not require alternatives
9. Project Cost Breakdown	☑	*Label as: Attachment C.* Including management costs
10 Project Timeline	☑	*Label as: Attachment D.* Quarterly timeline with at least 2 activities per quarter not including submittal of quarterly report as an activity
11. Environmental Justice Statement	☑	*Label as: Attachment E.*
12. Voluntary Participation Letter	☐	*Label as Attachment F.* New Requirement – one from each jurisdiction on jurisdiction's letterhead
13. Maintenance Agreement	☑	*Label as: Attachment G.* Agency responsible for maintaining the plan
14. FIRM With Project Plotted	☐	*Label as: Attachment H.* County/City/Jurisdictional Index Map

Checklist Line item #: 1

MITIGATION GRANT PROJECT APPLICATION

TEXAS HAZARD MITIGATION GRANT PROGRAM

Mail Application to: State Hazard Mitigation Officer
Division of Emergency Management
Texas Department of Public Safety
P. O. Box 4087
Austin, Texas 78773-0226

Phone: (512) 424-2429
FAX: (512) 424-5959

SUB-APPLICANT COUNTY: Hidalgo County	***DUNS CODE:*** 103110834
NAME OF SUB-APPLICANT: (CITY, AGENCY, ETC.) Hidalgo County	***FIPS CODE:*** 215
	POINT - OF – CONTACT Mario Betancourt
SUB-APPLICANT ADDRESS: (STREET, CITY, ZIP) 1615 S. Closner, Suite G, Edinburg, TX 78539	***PHONE:*** (956) 318-2615
	MOBILE: (956) 329-9129
PROJECT LOCATION ADDRESS: 1615 S. Closner, Suite G, Edinburg, TX 78539	***FAX:*** (956) 289-7889
	E-MAIL: mario.betancourt@co.hidalgo.tx.us
ESTIMATED TOTAL PROJECT COST: $ 133,000.00	***PRE-AWARD COST: $*** 0.00
FEMA FUNDING (75%): $ 99,750	TO BE ELIGIBLE COSTS MUST BE IDENTIFIED AS SEPARATE LINE ITEM IN THE COST ESTIMATE OF THE SUB-APPLICATION. COSTS DIRECTLY RELATED TO DEVELOPING THE APPLICATION OR SUB-APPLICATION MAY BE FUNDED THROUGH HMA AS FUNDS ARE AVAILABLE. (DEVELOP BCA, GATHER EHP DATA, PREPARING DESIGN SPECIFICATIONS, OR FOR WORKSHOPS OR MEETINGS RELATED TO DEVELOPMENT OF APPLICATION.) MAY BE IDENTIFIED PRE-AWARD COSTS AS THEIR NON-FEDERAL COST SHARE. **IF GRANT FUNDS ARE NOT AWARDED THEN YOU WILL NOT RECEIVE REIMBURSEMENT FOR PRE-AWARD COSTS.**
LOCAL MATCH (25%): $ 33,250	
SOURCE OF LOCAL FUNDING: In-kind and local funds	

DESCRIPTION OF PROJECT / SCOPE OF WORK:

The purposed mitigation action is the development of a new county mitigation action plan.

Signature:	***20. Title:*** Judge	***21. Date:***

THIS SECTION FOR STATE USE ONLY

RECOMMENDED ☐	DISASTER DECLARATION NUMBER:
NOT RECOMMENDED ☐	PROJECT CODE:
INELIGIBLE ☐	DATE RECEIVED:
STATE HAZARD MITIGATION OFFICER'S SIGNATURE:	TX APPLICATION #:
	FEMA APPLICATION #:
	LAT/LONG:
	COMMENTS:
DATE:	

State of Texas Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. An attempt has been made below to list major state and federal assurances. Generally, not all of these assurances will be required for any one grant. However, it is the applicant's responsibility to ensure that all assurances required by the awarding agency are submitted.

The legal instrument for awarding state funds must be consistent with the standards prescribed herein; however, these standard conditions or assurances may be incorporated into contracts or grant agreements by reference rather than by being reproduced in their entirety.

(1) A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) A subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas

Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Uniform Grant Management Standards, Part III, subpart _C_.36 for additional guidance on contract provisions.)

(8) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (10).

(10) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (13).

(11) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (11).

(12) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (12).

(13) Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) Subgrantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurances number (15).

(17) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (16).

(18) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (17).

(19) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (11).

(20) Intentionally omitted; This State Assurance corresponds with OMB Approved No. 0348-0042 Federal Assurance number (9).

(21) Subgrantees will comply with Public Law 103277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Honorable Ramon Garcia, Judge

Subgrantee Name & Title Date

Signature

Checklist Line item #: 3

APPLICATION FOR FEDERAL ASSISTANCE

Version 9/03

1. TYPE OF SUBMISSION: Application ☐ Construction ☑ Non-construction	Pre-application ☐ Construction ☑ Non-Construction	**2. DATE SUBMITTED**	Applicant Identifier **State use only**
		3. DATE RECEIVED BY STATE	State Application Identifier **State use only**
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier **State use only**

5. APPLICANT INFORMATION

Legal Name: County of Hidalgo	**Organizational Unit:** Department: Emergency Management
Organizational DUNS: 103110834	Division:
Address: Street: 1615 S. Closner, Suite G	**Name and telephone number of person to be contacted on matters involving this application (*give area code*)** Prefix: Mr. First Name: Mario
City: Edinburg	Middle Name: Alberto
County: Hidalgo	Last Name: Betancourt
State: Texas Zip Code: 78539	Suffix:
Country: United State of America	Email: mario.betancourt@co.hidalgo.tx.us
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6007177	Phone Number (give area code) (956) 318-2615 FAX Number (give area code) (956) 289-7889

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) Other (specify) B. County **9. NAME OF FEDERAL AGENCY:** FEMA / DHS
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 97-039 TITLE (Name of Program) **Hazard Mitigation Grant Program**	**11. DESCRIPTIVE TITLE OF APPLICANTS PROJECT:** Hidalgo County MAP-Development of a new hazard mitigation action plan to include the following jurisdictions: Alamo, Alton, Donna, Edcouch, Edinburg, Elsa, Granjeno, Hidalgo, La Joya, La Villa, McAllen, Mercedes, Mission, Palmhurst, Palmview, Peitas, Pharr, Progreso, Progreso Lakes, San Juan, Sullivan City and Weslaco.
12. AREAS AFFECTED BY PROJECT *(Cities, Countries, States, etc.)* Hidalgo County and 22 Cities (Refer to item 11)	
13. PROPOSED PROJECT Start Date Award Date; **Ending Date** Within 24 months of award date or sooner.	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant 15th b. Project 15TH & 28TH

15. ESTIMATED FUNDING:			**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
a. Federal	$ 100,000	.00	(for info: http://www.fws.gov/policy/library/rgeo12372.pdf)
b. Applicant	$ 33,000	.00	a. YES. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
c. State	$	.00	
d. Local	$	.00	b. NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372
e. Other	$ In-Kind	.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	$ 133,000	.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.

a. Authorized Representative

Prefix : Hon.	First Name: Ramon	Middle Name
Last Name: Garcia		Suffix
b. Title: Hidalgo County Judge		c. Telephone Number (give area code) (956) 318-2600
Email: ramon.garcia@co.hidalgo.tx.us		Fax Number (give area code) (956) 318-2699
d. Signature of Authorized Representative		e. Date Signed

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Standard Form 424 (Rev x-xx)
Prescribed by OMB Circular A-102

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

<table>
<tr><th>Item:</th><th>Entry:</th><th>Item:</th><th>Entry:</th></tr>
<tr><td>1.</td><td>Select Type of Submission.</td><td>11.</td><td>Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For pre-applications, use a separate sheet to provide a summary description of this project.</td></tr>
<tr><td>2.</td><td>Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).</td><td>12.</td><td>List only the largest political entities affected (e.g., State, counties, cities).</td></tr>
<tr><td>3.</td><td>State use only (if applicable)</td><td>13.</td><td>Enter the proposed start date and end date of the project.</td></tr>
<tr><td>4.</td><td>Enter Date Received by Federal Agency
Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.</td><td>14.</td><td>List the applicant's Congressional District and any District(s) affected by the program or project.</td></tr>
<tr><td>5.</td><td>Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.</td><td>15.</td><td>Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.</td></tr>
<tr><td>6.</td><td>Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.</td><td>16.</td><td>Applicants should contact the State Single Point of contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State Intergovernmental review process.</td></tr>
<tr><td>7.</td><td>Select the appropriate letter in the space provided.
<table>
<tr><td>A.</td><td>State</td><td>I.</td><td>State Controlled Institution of Higher Learning</td></tr>
<tr><td>B.</td><td>County</td><td>J.</td><td>Private Industry</td></tr>
<tr><td>C.</td><td>Municipal</td><td>K.</td><td>Indian Tribe</td></tr>
<tr><td>D.</td><td>Township</td><td>L.</td><td>Individual</td></tr>
<tr><td>E.</td><td>Interstate</td><td>M.</td><td>Profit Organization</td></tr>
<tr><td>F.</td><td>Intermunicipal</td><td>N.</td><td>Other (Specify)</td></tr>
<tr><td>G.</td><td>Special District</td><td>O.</td><td>Not for Profit Organization</td></tr>
<tr><td>H.</td><td>Independent School District</td><td></td><td></td></tr>
</table></td><td>17.</td><td>This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes</td></tr>
<tr><td>8.</td><td>Select the type from the following list:
"New" means a new assistance award. "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.
"Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter:
<table>
<tr><td></td><td>A.</td><td>Increase Award</td><td>B.</td><td>Decrease Award</td></tr>
<tr><td></td><td>C.</td><td>Increase Duration</td><td>D.</td><td>Decrease Duration</td></tr>
</table></td><td>18.</td><td>To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)</td></tr>
<tr><td>9.</td><td>Name of Federal agency from which assistance is being requested with this application.</td><td></td><td></td></tr>
<tr><td>10.</td><td>Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.</td><td></td><td></td></tr>
</table>

Checklist Line item #: 3a

U.S. Department of Homeland Security SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS	*O.M.B. No. 3067-0206* *Expires February 28, 2007*
FOR FY	CA FOR *(Name of Applicant)* Hidalgo County

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

Part I	[X]	**FEMA Form 20-16A, Assurances-Nonconstruction Programs**
Part II	[NA]	**FEMA Form 20-16B, Assurances-Construction Programs**
Part III	[✔]	**FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements**
Part IV	[ ]	**SF LLL, Disclosure of Lobbying Activities (If applicable)**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Honorable Ramon Garcia	Hidalgo County Judge
Typed Name of Authorized Representative	**Title**
Signature of Authorized Representative	**Date Signed**

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

U.S. DEPARTMENT OF HOMELAND SECURITY

ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

Form 20-16A, JUN 94

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Form 20-16A (BACK)

U.S. DEPARTMENT OF HOMELAND SECURITY

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over $100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) 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;

(b) Have not within a three-year period preceding this application been convicted of ar had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform 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 governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to privide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions tht will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform empoyees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Honorable Ramon Garcia, Hidalgo County Judge

1615 S. Closner, Suite G, Edinburg, TX 78539

Sign:

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Form 20-16C (BACK)

Checklist Line item #: 4

PROJECT OFFICER DESIGNATION
For
HAZARD MITIGATION GRANT

Date

Subgrantee: Hidalgo County
Local Government or eligible Agency/Organization

DR-4029-TX HMGP
Hazard Mitigation Grant Program (HMGP) Project Number: _____

I designate my Project Officer for this grant as follows:

Primary Project Officer	Secondary Project Officer
Name Mario A. Betancourt	Name Rolando Benavides
Organization Hidalgo County Emergency Management	Organization Hidalgo County Emergency Management
Official Position Deputy EMC	Official Position Deputy EMC
Mailing Address 1615 S. Closner, Suite G	Mailing Address 1615 S. Closner, Suite G
City, State, Zip Edinburg, TX 78539	City, State, Zip Edinburg, TX 78539
Daytime Phone (956) 318-2615	Daytime Phone (956) 318-2615
Fax Number (956) 289-7889	Fax Number (956) 289-7889
Email (Enter in the space below.)	Email (Enter in the space below)
mario.betancourt@co.hidalgo.tx.us	rolando.benavides@co.hidalgo.tx.us
The above Primary and Secondary Project Officers are hereby authorized to execute and file application for this mitigation project on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Designated Project Officers are authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Texas for all matters pertaining to this grant, and will serve as the single point of contact with the designated State Project Officer.	

_____ _____
Signature of Mayor, Judge, or Executive Director Date

Honorable Ramon Garcia
Printed Name of above Authorized Official

Checklist Line item #: 5

Third Party Authorization

Date: _____

HMGP Sub-grantee/applicant: Hidalgo County

Hazard Mitigation Grant Program (HMGP) Project Number: DR-4029-TX HMGP

In order to be more efficient in assisting our sub-grantee/applicant's with their HMGP applications and projects, the State is asking for the contact information below to be filled out for any contacts in addition to the primary and secondary project officers, who will be authorized for involvement in the grant application or project identified above. This would include all outside consultants which can be designated individually or by consulting firm.

Name: (If awarded, an RFP will be initiated)
Organization: TBD
Official Position: TBD
Mailing Address: TBD
City, State, Zip: TBD
Daytime Phone: TBD
Fax Number: TBD
Email: TBD

The above individual has been given permission to communicate with the Texas Division of Emergency Management, Mitigation section, by the sub-grantee concerning their Hazard Mitigation Grant Program applications and projects.

Signature of Authorized Agent/Project Officer Date

Honorable Ramon Garcia, Hidalgo County Judge

Printed Name & Title

Checklist Line item #: 6

FLOODPLAIN MANAGER FORM
For
HAZARD MITIGATION GRANT

Date

Subgrantee: N/A
Local Government or eligible Agency/Organization

Hazard Mitigation Grant Program (HMGP) Project Number: N/A

The designated Floodplain Manager for this project application is as follows:

	Floodplain Manager
Name	
Organization	
Official Position	
Mailing Address	
City, State, Zip	
Daytime Phone	
Cell Number	
Fax Number	
Email	
	Certified Floodplain Manager (CFM) Information
CFM Certification Number	
If not a CFM – enter the date of attendance for:	
CFM - 1 Week Course	
Floodplain 101	
The designated Floodplain Manager is authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Texas matters pertaining to floodplain issues for this grant.	

Signature of Mayor, Judge, or Executive Director Date

N/A

Printed Name of above Authorized Official

Checklist Line item #: 7 and 8

COST SHARE CERTIFICATION / 25% Match Certification *(Label as: Attachment A)*

This is normally a letter, on agency or jurisdiction letterhead, containing words to the effect: I certify that (Name) jurisdiction is able to meet the 25% cost share, or more, of the (identified) project. The words 'or more' are very important. This says that the jurisdiction/agency is committing to completing the project, even if they experience cost overruns that cannot be covered by the grant. This letter must be signed by an individual who is authorized to commit the agency/jurisdiction to financial obligation (i.e. sign checks).

Note: HMGP funds cannot be used as a match for other Federal funds nor can other Federal funds be used as a match for HMGP.

Scope of Work (SOW) *(Label as: Attachment B)*

The hazard mitigation planning sub-application SOW must describe the development of a hazard mitigation plan that complies with the requirements identified in 44 CFR Part 201. For a hazard mitigation plan, the SOW must:

- State whether the proposed planning activity will result in a new hazard mitigation plan or an update of an existing hazard mitigation plan;
- Identify the jurisdiction(s) that will participate in developing the plan and describe the jurisdiction(s);
- For multi-jurisdictional plans, provide a statement of how the overall planning effort will be coordinated.
- Describe the process for plan development clearly demonstrating the applicable regulatory requirements will be met. Document in detail (including who will be responsible for completing each task) the activities the jurisdiction(s) will complete to develop the plan, including public involvement, identification of hazards, development of a comprehensive risk/vulnerability assessment, identification of mitigation goals and strategies, plan implementation, and describe how these activities relate to the cost estimate; and
- Describe the plan adoption process for the jurisdiction(s) to ensure sufficient time to complete the plan as well as time for State and FEMA review and, if necessary, time to complete any required revisions and time to formally adopt the plan.

Additionally, for an **update** to a hazard mitigation plan, the SOW must include the reasons for the update and:

- Describe the process for plan development, clearly demonstrating the applicable regulatory requirements will be met. Document in detail the activities the jurisdiction will complete to update each section (planning process, participation efforts, risk assessment, mitigation strategy, and plan implementation) of the plan including:
  - Completion of a thorough review of each section of the previous plan;
  - Incorporation of appropriate updates to address gaps in each section of the plan;
  - Inclusion of any new/modified/updated information (including hazard, land use, and developmental trends), findings, research, risk data, etc. in each section of the plan; and
  - A discussion of how the plan was implemented since the approval of the last plan; and
  - A discussion of whether the plans update process in the existing plan will be followed or what modifications to that process will be incorporated.

Checklist Line item #: 9 and 10

Cost Breakdown *(Label as: Attachment C)*

- The cost estimate must be reasonable for the jurisdictions that are participating, as shown by signed letters of intent. However, this does not exclude eligible jurisdictions for which letters of intent were not provided for engaging in the planning process and adopting the plan.
- Project management and contractor fees will not be accepted on a cost plus or percentage basis.
- Do not add a separate contingency category.
- This must be a breakdown of the total project costs not just the Federal share.
- Management costs must be a separate line item and must be defined.
- Pre-award costs directly related to developing the application such as those needed to develop a BCA, gather EHP data, prepare design specifications, or for workshops or meetings related to development and submission of project applications must also be separate line items for each task.
- Cost estimates must include detailed estimates of various cost item categories such as labor, materials, equipment, and subcontractor costs and they must represent all of the activities identified in the both the scope of work and proposed work schedule.
- If the source of the non-federal share is known, it should be identified here – if the source is another grant with a time element a cover letter must accompany the application with the identity of the grant and the time frame involved.
- Sub-applicants must provide an explanation and documentation demonstrating how the cost estimate was developed and the basis for each cost element, such as salary and fringe benefit rates for personnel, bids from qualified professionals, and costs established in nationally published or local cost estimating guides (such as RS Means).
- If a cost estimate is based on a contractor's bid or historic costs from another activity, detailed documentation as outlined above still must be provided.
- Additional guidance is published in the Hazard Mitigation Assistance (HMA) Unified Guidance in effect at the time of the disaster. Part IV, Sections H.3, H.3.1, H.3.2, H.3.3.

Additional Cost Breakdown Elements:

In addition to standard items in H.3, the HMP cost estimate must include a line item breakdown of costs associated with all elements described in the Scope of Work (such as: 1) Meetings, including labor, travel expenses and supplies; 2) Data research and collection, including eligible mapping activities or risk assessment; 3) Plan drafting, review and final production; 4) Information dissemination activities, including printing and advertising; 5) Professional development, training, tuition, and travel for the purpose of carrying out the planning Scope of Work). *((FY011 HMA Guidance H.3.2))*

Proposed Project Timeline *(Label as: Attachment D)*

Insure that your schedule begins upon approval and shows that your project plan indicates completion within two years. Include all described items and activities in your scope of work and cost breakdown. Break your timeline down into 8 quarters with at least 2 actions per quarter. Submitting your quarterly report does not count as an action. **(NOTE: This application time schedule will be considered the project master time schedule and all quarterly reports will be compared to this master when rating project performance.)**

Checklist Line item #: 11 - 14

ENVIRONMENTAL JUSTICE STATEMENT *(Label as: Attachment E)*

Environmental Justice has nothing to do with the flora and fauna type environment; rather, it has to do with the social and economic environment, more specifically, the equal treatment of disproportionately low income or minority populations. Presidential Executive Order (EO) 12898 requires Federal Agencies, which includes FEMA, to identify and address any disproportionately high and adverse human health or environmental effects of their programs, policies, and activities on low income and minority populations. HMGP projects that change land use practices or remove structures from flood risk areas may also contribute to a reduction of available, affordable housing in the disaster-affected area. If this situation has a disproportionately high and adverse effect on the low income or minority population, additional actions are required to correct this imbalance and insure that environmental justice is achieved.

The most common environmental justice issue encountered is lack of local affordable housing during a buyout program. The pre-flood real estate value of the home that is bought out is insufficient to purchase a comparable home in the local area. When this occurs, the jurisdiction must provide additional funding, in cash or property, which will bring the offering price up to equitable, local, housing prices.

As a means to comply with EO 12898 requirements, all HMGP applications must include an Environmental Justice Statement signed by the authorized agent or chief elected/executive official that answers the following:

1. Are there concentrations of low income or minority populations in or near the HMGP project?
2. Will the HMGP project result in a disproportionately high and adverse effect on low income or minority populations?
3. What action(s) will be taken to insure achievement of environmental justice for low income and minority populations?

Voluntary Participation Letter *(Label as: Attachment F)*

For multi-jurisdictional planning grants, a statement of intent to participate in the planning activity, individually signed by each participating jurisdiction on their letterhead must be included. (County, City, School System, Private Non-Profits) This does not exclude eligible jurisdictions for which letters of intent were not provided for engaging in the planning process and adopting the plan. The cost estimate must be reasonable for the jurisdictions that are participating, as shown by the letters of intent.

Maintenance Agreement *(Label as: Attachment G)*

All projects require a maintenance agreement. This statement must be on the sub-applicant's letterhead and indicate what agency will be responsible for the maintenance of the plan.

FIRM with project plotted *(Label as: Attachment H)*

The FIRM with the location of the planning area clearly indicated on the map. The FIRM must include all of the panel information from the floodplain map – **the best method to satisfy this requirement is to create and include a FIRM-ette.**

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

January 5, 2012

MEMORANDUM FOR: Record

SUBJECT: Revised Funding Guidance for Mitigation Action Planning Grant

This memorandum provides guidance for the State priority and funding parameters for Mitigation Action Planning grants. The new guidance begins with disasters declared in calendar year 2011 and afterward.

State Priority:

The State planning priority is a multi-jurisdictional county level plan that includes vital community participants such as cities, independent school districts, hospital complexes and special water-drainage-electrical type districts.

Financial Guidelines:

New or updated planning applications cannot exceed $50,000 federal share for primary participant and $5,000 for each additional participant, with a maximum of $100,000 federal share. Planning grant applications in which the number of participants exceeds 10 should contact the state mitigation section for additional funding guidance.

Individual non-jurisdictional planning applications, such as special districts, schools, hospitals, etc., are limited to $15,000 federal share and are a secondary priority.

Planning grant applications requesting non pre-approved amounts over these limits will only be considered after those meeting the above guidelines. Sub-applicants may be offered a reduced federal share based on the planning grant funding available and applications submitted.

These guidelines will be outlined in the Administration Plan of DR-1999 and those for each disaster moving forward. Should you have any questions concerning this memorandum, please contact the Mitigation Grants Officer at (512) 424-2454.

Sincerely,

Gregory Pekar
Mitigation Section Administrator
Texas Division of Emergency Management

RAMON GARCIA
County Judge

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

25% Match Certification

This letter is to certify that the County of Hidalgo, Hidalgo, Texas is liable and has ready access to the funding for the 25% match or more of the attached project. In addition, we anticipate that there will be local donations such as property, volunteer services, and salaries as time spent on the Hazard Mitigation Plan project which will fall under the "In-Kind" category.

Authorized Representative: Honorable Ramon Garcia
Hidalgo County Judge

Signature: _____

Date: _____

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

RAMON GARCIA
County Judge

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

Environmental Justice Statement

As a means to comply with EO 128989 requirements, Hidalgo County has assessed and confirmed for proposed project titled "Hidalgo County HMAP":

1. There are no concentrations of low income or minority populations that will be negatively impacted by this project.
2. The project will not result in a disproportionately high or adverse effect on low income or minority populations.
3. There are no low income or minority populations that will be negatively impacted by this project, there will be no actions required to be taken to ensure achievement of environmental justice for low income and minority populations.

Authorized Representative: Honorable Ramon Garcia
Hidalgo County Judge

Signature: _____

Date: _____

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

Maintenance Agreement

Each participating jurisdictions will ensure that future improvement planning will be consistent with the goals of this hazard mitigation plan to reduce the long-term risk of life and property from all hazards. Pursuant to formal approval and adoption of the Hazard Mitigation Plan, participating jurisdictions and the identified Hazard Mitigation Planning Team members will be responsible for conducting periodic and yearly monitoring of those components of the hazard mitigation plan that pertain to their jurisdiction. Each jurisdiction shall have one department or office designated to adopt the plan. The person that holds this title shall be responsible for monitoring the plan by providing yearly updates to their respective jurisdiction regarding the implementation of any mitigation action or any meeting held to discuss the mitigation action plan.

If required, an annual planning budget will be the responsibility of each participating jurisdiction, whether it is through commissioner's court for a county or through city council. A responsible role will be designated in the adoption process and this party will inform their respective council or commissioner's court regarding funding sources for mitigation actions during the annual budget planning and approval process.

Signed

Honorable Ramon Garcia
Hidalgo County Judge

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

AI-31147 **13. C.**

CC REGULAR

Meeting Date: 03/06/2012

Submitted For: Oscar Montoya Submitted By: Terri Garcia, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse Oscar Montoya for purchase of fuel for county vehicle, with the county treasurer's office to issue payment/check after auditing procedures are completed.

BACKGROUND

2006 Ford F150

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1100-429-00-110-075-0-626

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

BUDGETARY IMPACT:

available balance as of 03/01/2012

Attachments

Affidavit & Receipts

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 01:03 PM
Roland Garcia	Rolando Garcia	03/02/2012 09:56 AM
Auditor's Office	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Terri Garcia Started On: 02/21/2012 11:45 AM

Final Approval Date: 03/02/2012

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **OSCAR D. MONTOYA**, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
TP48141067001	01/20/12	$ 75.00	AZIZ # 2, 3700 W. EXP 83, MISISON
589952	01/18/12	$ 50.30	SHELL, 807 E EXPP, DONNA
TOTAL		$ 125.30	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: **EMERGENCY MANAGEMENT COORDINATOR**
PERSON MAKING PURCHASE

Before me Teresita D. Garcia, a Notary Public, appeared Oscar D. Montoya and on h**e** oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H**e** / S___ further stated h**e** / s___ requested payment of the same.

(SEAL)

TERESITA D GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-28-2012

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

1-20-12
60762.7

WELCOME TO
AZIZ #2
3700W. EXP. 83
MISSION, TX. 78572
TP48141067-001 AZIZ QUICK STOP #2
3700 W. EXP 83
MISSION TX 78572

DUPLICATE OUTDOOR RECEIPT

DATE 01/20/12
TIME 1:40 PM
AUTH# 482582

VISA

PUMP	PRODUCT	PPG
07	UNLD	$3.199

GALLONS	TOTAL
23.444	$75.00

THANKS, COME AGAIN

Texaco Mart
Donna, TX

60551.5

WELCOME TO
SHELL
SALES RECEIPT
57 542 183207
SHELL
807 EAST EXPRESSWAY
DONNA
TX 78537

DATE01/18/12 1:27PM
INVOICE# 589952
AUTH# 771133
PIN USED
Debit
ACCOUNT NUMBER
XXXX XXXX XXXX 1335

PUMP	PRODUCT	$/G
01	UNLD	$3.259

GALLONS	FUEL TOTAL
15.435	$ 50.30

TOTAL SALE $ 50.30

Use the Shell $aver
Card to earn 2 cents
on every gallon at
Shell!
Don't have one? Pick
up an application.
All you need is a
checking account.

THANK YOU
COME BACK SOON

AI-31152 **14. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Pete De la Cruz

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Fire Department CPR training equipment through Hidalgo County's membership and participation with Buy Board approved vendor Moore Medical Supporting Health & Care (Contract #363-10) in the amount of $1,019.99 (quote attached hereto). UCP Year 24 (2011) Mercedes Public Services funds will be utilized and the City of Mercedes General Funds.

BACKGROUND

The Fire Department CPR training equipment to be purchase will be utilized by the Mercedes Volunteer Fire Department. Moore Medical Supporting Health & Care is an approved vendor through the Buy Board, Contract #363-10. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Moore Medical Supporting Health & Care
Purchase Amount:	$1,019.99
Funds Available:	$1,000.00 - UCP FY 24 (2011) Public Services
	$19.99 - Mercedes General Fund Check

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 24 (2011) Mercedes Public Services and The City of Mercedes General funds will be utilized for the purchase of CPR training equipment for the Mercedes Volunteer Fire Department.

Attachments

City of Mercedes/Purchase of Fire Dept Equipment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 03:03 PM
Perla Lopez	Perla Lopez	02/22/2012 09:45 AM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Mary Flores Started On: 02/21/2012 02:45 PM

Final Approval Date: 03/02/2012

mooremedical
Supporting Health & Care

QUOTE

PO Box 4066
Farmington, CT 06032-4066
www.mooremedical.com
800-234-1464

Quote Total	Quote Date 02/08/12
1,019.99	Expires : 03/31/12
Customer Quote #	Quote # 426296

Bill To: 21388110
City of Mercedes
Accounts Payable Dept.
400 South Ohio Ave
MERCEDES TX 78570

Ship To: 21388110
City of Mercedes
Olga Irene Rosas
400 South Ohio Ave
MERCEDES TX 78570

DUFOURR

Item #	UM	Description	Qty Quoted	Item Status	Unit Price	Extension
71703	EA	Instructors Starter Pk 2151 DS EA 1	1		578.1000 Per EA	578.10
91183	EA	Heartstart FR2+ Trainer EA 1	1		297.6600 Per EA	297.66
76383	EA	FR2 Inf/Child Train Pad PR 1	1		37.7100 Per EA	37.71
35266	EA	Resusci Manikin Shld 151201 BX 36	8		9.7500 Per EA	78.00
62879	EA	Sani-Cloth Plus Germ Wp Lg 160 CT 160	1		7.6200 Per EA	7.62
88943	EA	Heartstart Training Defib Pads PK 2	1		20.9000 Per EA	20.90

Subtotal	1,019.99
Handling Charge	.00
ShipOnIce/Hazmat	.00
Freight	.00
Tax	.00
Total	1,019.99

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard **Person Contacted:** Rinette Dufour

PURCHASE #1 **Vendor Name:** Moore Medical LLC **Contract No. :** 363-10 **Phone:** 1-800-234-1464 x 5390

Quantity	Description of Items	Price per Unit	Total Amount
1	Instructor's Economy Starter Package	578.10	578.10
1	HeadStart AED Trainer 2	297.669	297.66
1	FR2 Infant and Child Training Pads	37.71	37.71
8	Manikin Face Shields	9.75	78.00
1	Sani-Cloth Plus Germicidal Disposable Cloth Wipes	7.62	7.62
1	Headstart Training Electrode Pads	20.90	20.90
	Shipping	Free	Free
		TOTAL:	1,019.99

Name of Cooperative: _____ **Person Contacted:** _____

PURCHASE #2 **Vendor Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Requested by: Olga Rosas Date 2/08/2012 **UCP Approval** Date 2/17/12

UCA-5

REVISED JANUARY 2011

Pete de la Cruz Mercedes

From: Connie Burkett [Connie.Burkett@tasb.org] Mercedes Fire Dept
Sent: Wednesday, February 15, 2012 9:02 AM
To: 'Pete de la Cruz'
Subject: RE: 2011 Fire Sta. Equipment Var -ification of Buy Board Prices

The items included on the quote are part of the vendor's BuyBoard contract (363-10).

If you have any questions, please let me know.

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Pete de la Cruz [mailto:pete.delacruz@ucp.co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 4:36 PM
To: Connie Burkett
Subject: 2011 Fire Sta. Equipment Var -ification of Buy Board Prices

Good Morning Ms. Burkett,

Can you please assist me with informing me if the prices that the vendor (Moore Medical, LLC) has provided to Urban County Program are Buy Board prices?

I attached the quote from Moore Medical, LLC (Buy Board contract #363-10). Lupita with our office has already verified the list prices on 11/21/11 at http:www.mooremedical.com. We are Buy Board members thru Hidalgo County.

I greatly appreciate your assistance in this matter.

Respectfully,

Pete De La Cruz
Program Coordinator II
Urban County Program
956-787-8127 office
956-787-5291 fax

Pete de la Cruz

From: Pete de la Cruz [pete.delacruz@ucp.co.hidalgo.tx.us]

Sent: Tuesday, February 14, 2012 4:36 PM

To: (Connie.Burkett@tasb.org)

Subject: 2011 Fire Sta. Equipment -ification of Buy Board Prices

Good Morning Ms. Burkett,

Can you please assist me with informing me if the prices that the vendor (Moore Medical, LLC) has provided to Urban County Program are Buy Board prices?

I attached the quote from Moore Medical, LLC (Buy Board contract #363-10). Lupita with our office has already verified the list prices on 11/21/11 at http:www.mooremedical.com. We are Buy Board members thru Hidalgo County.

I greatly appreciate your assistance in this matter.

Respectfully,

Pete De La Cruz
Program Coordinator II
Urban County Program
956-787-8127 office
956-787-5291 fax

city of mercedes
It Starts Here!

February 8, 2012

County of Hidalgo Urban County Program
c/o Pete De La Cruz, UC Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Request for Purchase Order

Dear Mr. De La Cruz;

The City of Mercedes is requesting issuance of a purchase order in the amount of $ 1,019.99 to Moore Medical LLC for the purchase of CPR training equipment for the Mercedes Fire Department. A price proposal was solicited through Buy Board from Moore Medical LLC. A check in the amount of $ 19.99 has been submitted to the Urban County Program from the City's General Fund. The purchase order and payment for this expense should be dispensed from the following account in the amount stated:

A/C# 5010-50-0306-5000-5000 - $ 1,000.00 – Fire Station/Equipment

(A/C # 01-524-3060 - $ 19.99 – City's General Fund)

Thank you in advance for your assistance, and should you have any questions or require further information please do not hesitate to contact me at (956) 565-3114, Ext. 129.

Sincerely,

Olga Rosas

Olga Rosas
Grants/Fixed Assets Coord.

cc: File



		Rental		
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011 11/08/2011	Melhart Music Center Miller Uniforms & Emblems Inc.	Audio Visual Equipment & Supplies Public Safety & Fire House Supplies & Equipment	313-09 363-10	5/1/2009 – 4/30/2012 01/01/2011 – 03/31/2014
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011

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SEARCH [ ] GO KEY CODE [ ] KEY LETTER [ ] SUBMIT

You Are Here: » Home » Instructors Economy starter package

NARROW YOUR SEARCH BY:

- Apparel
- Bags - Kits
- Bandages - Wound Care
- Education - Training
- Equipment and Furniture
- Exam Room Supplies
- Extrication - Patient Transport
- Gloves
- Infection Control
- Instruments - Care
- IV Therapy
- Laboratory
- Needles - Syringes - Disposal
- Orthopaedics
- Personal Care
- Pharmaceuticals - OTC
- Pharmaceuticals - RX
- Pharmaceuticals - Unit of Use
- Point of Care Testing
- Respiratory
- Safety - Personal Protection
- Surgical Supplies
- Urology - Ostomy

MORE WAYS TO SHOP

- Shop By MooreBrand
- Shop By Catalog
- Shop By Brand
- Quick Order

ADDITIONAL LINKS

- Need Custom Kits?
- Medical Office Equipment
- In-Office Diagnostic Equip
- Easy Ordering WebTools
- Pandemic Preparedness
- Flu Center

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SEARCH RESULTS

You searched for "Instructors Economy starter package"

Matching Records: 1 Best Matched **Per Page:** 10

	Instructor's Economy Starter Package	Simulaids	Color/ Str	Size	Pkg	Price	Qty
	71703	2151			Each	$705.00	1

Item A: List Price

Verified by: Guadalupe Iglesia
11/21/11

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SEARCH [ ] GO KEY CODE [ ] KEY LETTER [ ] SUBMIT

You Are Here: » Home » headStart AED Trainer 2

NARROW YOUR SEARCH BY:

- Apparel
- Bags - Kits
- Bandages - Wound Care
- Education - Training
- Equipment and Furniture
- Exam Room Supplies
- Extrication - Patient Transport
- Gloves
- Infection Control
- Instruments - Care
- IV Therapy
- Laboratory
- Needles - Syringes - Disposal
- Orthopaedics
- Personal Care
- Pharmaceuticals - OTC
- Pharmaceuticals - RX
- Pharmaceuticals - Unit of Use
- Point of Care Testing
- Respiratory
- Safety - Personal Protection
- Surgical Supplies
- Urology - Ostomy

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SEARCH RESULTS

You searched for "headStart AED Trainer 2" - Corrected to: heartstart aed trainer 2

Matching Records: 1 Best Matched **Per Page:** 10

	HeartStart AED Trainer 2	Philips Medical Systems	Color/ Str	Size	Pkg	Price	Qty
	91183	M3752A			Each	$363.00	1

Item B: List Price
Verified by: Guadalupe T. Garcia
11/21/11

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SEARCH [ ] GO KEY CODE [ ] KEY LETTER [ ] SUBMIT

You Are Here: » Home » FR2 Infant and Child Training pads ×

NARROW YOUR SEARCH BY:

- Apparel
- Bags - Kits
- Bandages - Wound Care
- Education - Training
- Equipment and Furniture
- Exam Room Supplies
- Extrication - Patient Transport
- Gloves
- Infection Control
- Instruments - Care
- IV Therapy
- Laboratory
- Needles - Syringes - Disposal
- Orthopaedics
- Personal Care
- Pharmaceuticals - OTC
- Pharmaceuticals - RX
- Pharmaceuticals - Unit of Use
- Point of Care Testing
- Respiratory
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- Surgical Supplies
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MORE WAYS TO SHOP

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ADDITIONAL LINKS

- Need Custom Kits?
- Medical Office Equipment
- In-Office Diagnostic Equip
- Easy Ordering WebTools
- Pandemic Preparedness
- Flu Center

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SEARCH RESULTS

You searched for "FR2 Infant and Child Training pads"

Matching Records: 1 Best Matched **Per Page:** 10

	FR2 Infant and Child Training Pads	Laerdal	Color/ Str	Size	Pkg	Price	Qty
	76383	M3871A			Pair	$45.99	1

Item: C List Price
Verified by: Guadalupe J. Garcia
11/21/11

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SEARCH [ ] GO KEY CODE [ ] KEY LETTER [ ] SUBMIT

You Are Here: » Home » Manikn Face Sheilds

NARROW YOUR SEARCH BY:

Brand
- Laerdal (1)
- Nasco (3)
- Simulaids (1)

MORE WAYS TO SHOP
- Shop By MooreBrand
- Shop By Catalog
- Shop By Brand
- Quick Order

ADDITIONAL LINKS
- Need Custom Kits?
- Medical Office Equipment
- In-Office Diagnostic Equip
- Easy Ordering WebTools
- Pandemic Preparedness
- Flu Center

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SEARCH RESULTS

You searched for "Manikn Face Sheilds" - Corrected to: manikin face shields

Matching Records: 5 Best Matched **Per Page:** 10

Manikin Face Shields		Laerdal	Color/ Str	Size	Pkg	Price	Qty
35266		151201			Box/36	$11.89	1
Manikin Face Shields		Simulaids	Color/ Str	Size	Pkg	Price	Qty
68258		2250			Pkg/100	$32.89	0
CPR Prompt® Training and Practice Manikin Face Shield and Lung Bags		Nasco	Color/ Str	Size	Pkg	Price	Qty
74160	Adult/Child	LF06208U			Box/100	$51.49	0
79859	Infant	LF06209U			Box/100	$48.49	0
Face Shield and Lung Bags		Nasco	Color/ Str	Size	Pkg	Price	Qty
91322		LF06210U			Pkg/10	$5.29	1

Item: D List Rice
Verified by: Guadalupe V. García
11/21/11

Customer Service: 1-800-234-1464
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SEARCH [ ] GO KEY CODE [ ] KEY LETTER [ ] SUBMIT

You Are Here: » Home » SaniCloth Plus Germicidal Disposable Cloth Wipes

NARROW YOUR SEARCH BY:

- Apparel
- Bags - Kits
- Bandages - Wound Care
- Education - Training
- Equipment and Furniture
- Exam Room Supplies
- Extrication - Patient Transport
- Gloves
- Infection Control
- Instruments - Care
- IV Therapy
- Laboratory
- Needles - Syringes - Disposal
- Orthopaedics
- Personal Care
- Pharmaceuticals - OTC
- Pharmaceuticals - RX
- Pharmaceuticals - Unit of Use
- Point of Care Testing
- Respiratory
- Safety - Personal Protection
- Surgical Supplies
- Urology - Ostomy

MORE WAYS TO SHOP

- Shop By MooreBrand
- Shop By Catalog
- Shop By Brand
- Quick Order

ADDITIONAL LINKS

- Need Custom Kits?
- Medical Office Equipment
- In-Office Diagnostic Equip
- Easy Ordering WebTools
- Pandemic Preparedness
- Flu Center

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SEARCH RESULTS

You searched for "SaniCloth Plus Germicidal Disposable Cloth Wipes"

Matching Records: 2 Best Matched **Per Page:** 10

Sani-Cloth® Plus Germicidal Disposable Cloth Wipes	PDI	Color/ Str	Size	Pkg	Price	Qty
62879	Q89072		6" x 6.75"	Can/160	$9.29	1
81830	Q85084		7.5" x 15"	Can/65	$11.09	0

Item E: List Price
Verified by Guadalupe J. Garcia
11/21/11

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SEARCH [ ] GO KEY CODE [ ] KEY LETTER [ ] SUBMIT

You Are Here: » Home » Headstart Training Electrode Pads

NARROW YOUR SEARCH BY:

- Apparel
- Bags - Kits
- Bandages - Wound Care
- Education - Training
- Equipment and Furniture
- Exam Room Supplies
- Extrication - Patient Transport
- Gloves
- Infection Control
- Instruments - Care
- IV Therapy
- Laboratory
- Needles - Syringes - Disposal
- Orthopaedics
- Personal Care
- Pharmaceuticals - OTC
- Pharmaceuticals - RX
- Pharmaceuticals - Unit of Use
- Point of Care Testing
- Respiratory
- Safety - Personal Protection
- Surgical Supplies
- Urology - Ostomy

MORE WAYS TO SHOP

- Shop By MooreBrand
- Shop By Catalog
- Shop By Brand
- Quick Order

ADDITIONAL LINKS

- Need Custom Kits?
- Medical Office Equipment
- In-Office Diagnostic Equip
- Easy Ordering WebTools
- Pandemic Preparedness
- Flu Center

VeriSign Trusted VERIFY

ABOUT SSL CERTIFICATES

SEARCH RESULTS

You searched for "Headstart Training Electrode Pads" - Corrected to: heartstart training electrode pads

Matching Records: 1 Best Matched **Per Page:** 10

	Heartstart Training Electrode Pads	Philips Medical Systems	Color/ Str	Size	Pkg	Price	Qty
	88943	07-10900			Pkg/2	$25.49	1

Item F: List Price
Verified by: Guadalupe V. García
11/21/11

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city of **mercedes**

MEMO

TO: **Lupita Garcia, UCP Coordinator**

FROM: **Olga Rosas, Grants/Fixed Assets Coord.** OR

DATE: **November 11, 2011**

RE: **Fire Station/Equipment – Mercedes Fire Dept.**

Attached please find the Price Proposal Form for the Mercedes Fire Dept. for the purchase of the Training AED w/ Manikin and equipment. The items to be purchased through this contract will be utilizing the UC City funds. Any overage will be encumbered by the City's general fund. Upon approval a check from the City will be submitted to cover the overage. Please review and if everything is in order please approve the vendor.

Should you have any questions or require further documentation, please contact Tony Aguilar at (956) 565-3114, Ext. 121. Thank you.

City of Mercedes

FY 24 (2011) Urban County Expenditures and Balances

5011-50-0500-5000-5000

Public Services – Fire Station

1,000.00	Beginning Balance
1,019.99	Training AED w/ Manikin and Supplies
-19.99	Amount leveraged by City's Gen. Fund

RECEIVED
NOV 17 2011
AUDITOR'S

THIS DOCUMENT HAS LINEMARK™ LINES IN THE PAPER • HOLD TO LIGHT TO VIEW.

CITY OF MERCEDES
POOLED CASH FUND
400 SOUTH OHIO
MERCEDES, TEXAS 78570

FIRST NATIONAL BANK
MERCEDES, TEXAS

101116

DATE 11/15/2011

AMOUNT *******19.99

PAY---- NINETEEN & 99/100 DOLLARS ----

TO THE ORDER OF
** URBAN COUNTY PROGRAM **
1916 TESORO BLVD
PHARR, TX 78577

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈101116⑈ ⑆114921415⑆ ⑈0074611879⑈

CITY OF MERCEDES • POOLED CASH FUND

101116

101116 11/15/2011

9-1 ** URBAN COUNTY PROGRAM **

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/15/2011	11142011		URBAN COUNTY PROGRAM: REFUND U	19.99

CDBG FUNDING LEVERAGED BY THE CITY FOR THE PURCHASE
OF A TRAINING AED WITH MANIKIN AND SUPPLIES FOR FIRE DEPT

RECEIVED
NOV 17 2011
AUDITOR'S

CHECK TOTAL 19.99

AI-31141 **14. B.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Lupita V. Garcia

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No 4's proposed Budget and Program Amendment to their existing Urban County Program work plan for FYs 21, 22, 23, & 24 (2008, 2009, 2010, & 2011).

2. Consideration and request of approval of a Budget and Program Amendment for Hidalgo County Precinct No.4's Years 21, 22, 23, & 24 (2008, 2009, 2010, & 2011) work plans. The proposed amendment will Add a new Fire Station Equipment project to the existing line item and also create a new Water/Sewer Improvements Colonia Match line item.

BACKGROUND

A Public Hearing was held on March, 6, 2012 at 9:30 a.m. and the citizen participation requirements have been met. See attached detailed amendment.

The proposed Hidalgo County Precinct No. 4 Years 21, 22, 23, & 24 (2008, 2009, 2010, & 2011) amendment will:

- Add a new Fire Station Project to the existing line item activity in the total amount of $197,182.98:

Year	Line Item	Decrease	Line Item	Increase
2008	Street Improvements	($15,130.11)	Fire Station Equipment	$15,130.11
2009	Street Improvements	($180,866.42)	Fire Station Equipment	$180,866.42
2010	Street Improvements	($197.04)	Fire Station Equipment	$197.04
2010	Parks Recreational Facility Imp	($989.41)	Fire Station Equipment	$989.41
Total		($197,182.98)		$197,182.98

- Add a new Water/Sewer Improvements line item activity in the total amount of $70,000.00:

Year	Line Item	Decrease	Line Item	Increase
2011	Parks, Recreational Fac. Imp	($33,385.00)	Water/Sewer Improvements	$33,385.00
2011	Street Improvements	($36,615.00)	Water/Sewer Improvements	$36,615.00
Total		($70,000.00)		$70,000.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed budget & program amendment will utilize Urban County Year 21 (2008), Year 22 (2009), Year 23 (2010) & Year 24 (2011) funds. No budget increase to proposed amendment.

Attachments

Budget & Program Amendment Pct 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 11:00 AM
Perla Lopez	Perla Lopez	02/22/2012 09:26 AM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Mary Flores Started On: 02/21/2012 10:02 AM

Final Approval Date: 03/02/2012

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 4
URBAN COUNTY PROGRAM

PUBLISHED ON : March 2, 2012

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **–Precinct No. 4** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program **Year 21-24 (2008-2011).**

The Public Hearing will be held on **Tuesday, March 6, 2012 at 9:30AM** at the **City of Edinburg Council Chambers - located at 415 West University Drive, Edinburg, Texas 78542.**

Existing Budget Balance	Year 21 (2008) Activities	Proposed Amount	
$15,130.11	Street Improvements (-15,130.11)	$ 0.00	Closing- out line item
$ 0.00	Fire Station Equipment (+15,130.11)	$ 15,130.11	
$15,130.11	**TOTALS:**	**$ 15,130.11**	

Existing Budget Balance	Year 22 (2009) Activities	Proposed Amount	
$180,866.42	Street Improvements (-180,866.42)	$ 0.00	Closing- out line item
$ 0.00	Fire Station Equipment (+180,866.42)	$ 180,866.42	
$180,866.42	**TOTALS:**	**$ 180,866.42**	

Existing Budget Balance	Year 23 (2010) Activities	Proposed Amount	
$ 989.41	Parks, Recreational Fac. Imp. (-989.41)	$ 0.00	Closing-out line item.
$ 197.04	Street Improvements (-197.04)	$ 0.00	Closing-out line item.
$28,682.70	Fire Station Equipment (+1,186.45)	$ 29,869.15	
$29,869.15	**TOTALS:**	**$ 29,869.15**	

Existing Budget Balance	Year 24 (2011) Activities	Proposed	
$ 33,385.00	Parks, Recreational Fac. Imp. (-33,385.00)	$ 0.00	Closing-out line item.
$279,607.00	Street Improvements (-36,615.00)	$ 242,992.00	
$ 0.00	Water/Sewer Improvements (+70,000.00)	$ 70,000.00	
$312, 992.00	**TOTALS:**	**$ 312,992.00**	

The proposed amendments to FY 21-23 (2008 – 2010) will include a **CLOSE-OUT** all completed project line items, and **ADD a** new project to the Fire Station Equipment line item. The new project includes the construction of a new Fire Station in Linn /San Manuel area.

The proposed amendment to FY 24 (2011) will **DELETE** the Parks, Recreational Facility Imp project line item, and **DECREASE** the Street Improvements line item while **ADDING** a new street improvements project – Complete construction of Moises Flores Street, to include engineering, material testing, advertisements and related appurtenances as they pertain to project completion and streets within the same general vicinity. Amendment will also **CREATE** a new project line item for Water/Sewer Improvements for the payment of engineering fees and general administration expenses for a Colonia Matching project at Colonia Hillcrest Terrace, Santa Cruz Ranchette, to include but not limited to engineering fees, material testing, advertisements and related appurtenances as they pertain to project completion to streets within the same general vicinity.

Accommodations for individuals with handicaps shall be provided upon request.

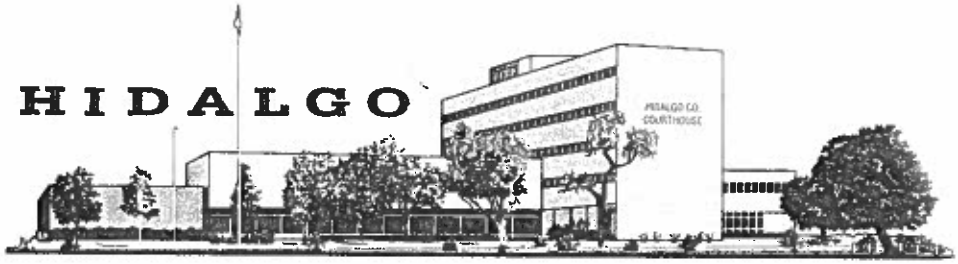
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at **1051 North Doolittle Road, Edinburg, Texas 78542** or call **(956) 383-3112.**

Written comments may be forwarded to: **Commissioner Joseph Palacios**
1051 North Doolittle Road,
Edinburg, Texas 78542

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

Received
FEB 17 2012

TO: *Mrs. Lupita V. Garcia UCP Coordinator II*
Hidalgo Urban County Program

FROM: *Gloria Ann Beltran, Executive Assistant*
Hidalgo County Precinct #4 GAB

DATE: *February 15, 2012*

RE: *Urban County Program* ***Years 21, 22, 23, 24***
Budget and Program Amendments

Hidalgo County Precinct 4 is requesting budget and program amendments to its Urban County Program ***Years 21, 22, 23, & 24*** *funds as follows:*

Line Item	***Program Yr***	***Decrease***	***Create***	***Increase***
Street Improvements	*2008*	*$ 15,130.11*		
Fire Station Equipment	*2008*			*$15,130.11*
Street Improvements	*2009*	*$180,866.42*		
Fire Station Equipment	*2009*			*$180,866.42*
Parks, Rec. Facilities	*2010*	*$ 989.41*		
Street Improvements	*2010*	*$ 197.04*		
Fire Station Equipment	*2010*			*$ 1,186.45*
Parks, Rec. Facilities	*2011*	*$ 33,385.00 (Deletion)*		
Street Improvements	*2011*	*$ 36,615.00*		
Colonia Match Funds	*2011*		*$ 70,000.00*	

Surplus funds for Program Years 2008, 2009 and 2010 are to be transferred to increase the Fire Station Equipment line item and include a new project: the construction of a new fire station building in the community of Linn-San Manuel to include any and all pertinent incidentals as needed.

Program Year 2011 will Delete the Park, Rec. Facility Improvements and Decrease the Street Improvements line items and create a line item for first time Water & Sewer Improvements/Colonia Match at Hillcrest Terrace and Santa Cruz Ranchettes. The remaining Street improvements funds will allow for an additional street which will include new construction of Mosies Flores Rd to include but not limited to the engineering fees, material testing, advertisements to include any and all pertinent incidentals as needed..

Feel free to contact me should you require additional information or have any questions.

AI-31154 **14. C.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program on behalf of the City of Palmview is requesting a waiver of technicality on non-acknowledgment of receipt of Addendum No.1 by apparent low bidder as it is in the best interest of the City of Palmview and the Urban County Program to do so.

2. Consideration and action to award and enter into a Construction Contract with GP7 Construction, LLC. for the Parks, Recreational Facility Improvements at the Municipal Park in the City of Palmview in the amount of $53,691.45 utilizing funding from UCP Year 23 (2010), Urban County Parks, Recreational Facility Improvements line item.

BACKGROUND

The City of Palmview has requested and received bids for the Parks, Recreational Facilities project. Milnet Architectural Services, PLLC prepared the specification packages and bids were received and opened at the Hidalgo County Purchasing Department on February 15, 2012. After review, the project architect noted that Addendum No.1 was not initially included in the bid package submitted to the Purchasing Department. Milnet Architectural Services, PLLC then proceeded to verify that GP7 Construction, LLC indeed acknowledged the Addendum No.1 and that the bid of $53,691.45 included any and all changes that were included in the Addendum No.1. GP7 Construction, LLC did confirm, and thereafter, Milnet Architectural Services, PLLC proceeded to recommend the lowest qualified bidder. (See attached recommendation letter from Milnet Architectural Services, PLLC, copy of bid tabulation, and letters of clarification from GP7 Construction, LLC). The project consists of the purchase and installation of a fence for the youth football field, construction of a walkway to connect to the existing walkway around the park and related appurtenances as they pertain to project completion

Contractor: GP7 Construction, LLC
Contract Amount: $ 53,691.45
Funds Available: $ 75,440.00 YR 23 (2010) Parks, Recreational Facility funds

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) Park, Recreational Facility Improvement funds will be utilized for the Parks, Recreational Facility Improvements at the Municipal Park located in the City of Palmview.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 04:07 PM
Perla Lopez	Perla Lopez	02/23/2012 03:50 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Mary Flores Started On: 02/21/2012 02:58 PM

Final Approval Date: 03/02/2012

MILNET ARCHITECTURAL SERVICES, PLLC
608 SOUTH 12TH ST.
McALLEN, TEXAS 78501

February15, 2012

Candace J Armenta
Program Coordinator 1
Urban County Program
1916 Tesoro Blvd
Pharr ,TX 78577

Milnet Architectural Services, PLLC issued addendum #1 as a clarification to the drawings. It has no impact on the county. So GP7 Construction LLC has submitted a letter that addendum #1 has no impact on the bid submission. Minlet Architectural Services, PLLC recommends to move forward with the lowest bidder who has acknowledged receipt of addemendum #1.

Thank you,

Rodolfo Molina, AIA

Rodolfo Molina, AIA
President
Milnet Architectural Services, PLLC

(see attach letter)

cc:

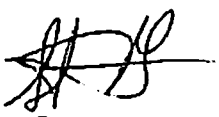
GP7

CONSTRUCTION

Dear Mr. Efrain Silva, 2-15-12

On behalf of GP7 Construction, LLC., we acknowledge addendum number 1 on the "Palmview 2010 Parks, Recreational Facilities-Palmview Municipal Park Fence & Walkway" Bid No: 5010-55-0311-5000-5500-UCP-CJA and the addendum has no impact on our bid submission. Thank you very much. Should you have any questions feel free to contact me.

Sincerely,



Steve Garza

GP7 CONSTRUCTION, LLC.
304 Palo Verde
Brownsville, Tx. 78521
(956)789-7784
Email: steve.GP7@hotmail.com

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: February 15, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Palmview Parks, Recreational Facilities-Palmview Municipal Park Fence and Walkway"

BID NO: 5010-55-0311-5000-5500-UCP-CJA | **PROCUREMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ACKNOWLEDGED ADDENDUM NO. 1	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	Tapia Construction Company	YES	$93,000.00	✓
#2	Bougambilias Construction, LLC	NO	$59,170.00	✓
#3	GP7 Construction, LLC	NO	$53,691.45	✓
#4	CRAF, Inc.	YES	$87,348.00	✓
#5				
#6				
#7				
#8				
#9				
#10				

*AMOUNTS VERIFIED/CALCULATED BY PROJECT ENGINEER

MILNET ARCHITECTURAL SERVICES, PLLC
608 SOUTH 12TH ST.
McALLEN, TEXAS 78501

February15, 2012

Candace J Armenta
Program Coordinator 1
Urban County Program
1916 Tesoro Blvd
Pharr ,TX 78577

Milnet Architectural Services, PLLC issued addendum #1 as a clarification to the drawings. It has no impact on the county. So GP7 Construction LLC has submitted a letter that addendum #1 has no impact on the bid submission. Minlet Architectural Services, PLLC recommends to move forward with the lowest bidder who has acknowledged receipt of addemendum #1.

Thank you,

Rodolfo Molina, AIA

Rodolfo Molina, AIA
President
Milnet Architectural Services, PLLC

(see attach letter)

cc:

CONSTRUCTION CONTRACT

This Agreement entered into this **6th Day of March, 2012** by and between **Hidalgo County Urban County Program,** joined by **City of Palmview** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **GP7 Construction, LLC.** (a corporation) of **Brownsville,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements 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:

PROJECT NAME: **Palmview – Parks, Recreational Facilities**
PROJECT No.: **5010-55-0311-5000-5500-UCP-CJA**
PROJECT DESCRIPTION: Palmview Parks, Recreational Facilities Fence and Walkway

Hereinafter called the project, for the sum of **($53,691.45) Fifty three thousand, six hundred ninety-one dollars and forty-five cents** and all extra work in connection therewith, under the terms as 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, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Milnet Architectural Services, PLLC** entitled the Engineer/Architect, and as enumerated in Paragraph 1 of the Supplemental 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 a written "Notice to Proceed" of the OWNER and to fully complete the project within **(60) sixty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two hundred fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Steve Garza, Owner

Name of Firm: GP7 Construction, LLC.

Address: 304 Palo Verde
Brownsville, Texas 78521

Federal I.D./S.S.: 45-3856896

STATE OF TEXAS :
:
COUNTY OF HIDALGO :

This instrument was acknowledged before me on this the ____ day of _____, 20___,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2012

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
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078

CONTACT NAME: GREG KLEMENT
PHONE (A/C, No, Ext): (972) 562-7455 **FAX (A/C, No):** (972) 562-7129
E-MAIL ADDRESS: GREG@KLEMENTAGENCY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Essex Insurance Company	
INSURER B: Progressive County Mutual	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
GP7 CONSTRUCTION LLC
304 PALO VERDE DR
BROWNSVILLE TX 78521-

COVERAGES **CERTIFICATE NUMBER:** **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			CL420913178	09/29/2011	09/29/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			082700180	10/03/2011	10/03/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB X OCCUR			GK851P110926-002	09/29/2011	09/29/2012	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR TX 78577-

Fax: ( ) -

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

AI 106209

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AI-31156 **14. D.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Alton is requesting authority to purchase fire protection equipment through Hidalgo County's membership and participation with Buy Board (Texas Association of School Boards) approved vendor Dooley Tackaberry (contract # 363-10) in the amount of $41,564.88 (quote attached hereto) to include shipping fees. City of Alton UCP Years 23 & 24 (2010 & 2011) Fire Station Equipment funds will be utilized.

BACKGROUND

The fire protection equipment, to include helmets, monitor for hoses/nozzle, aeration tube (adaption for nozzle), hydrant wrenches, gas detectors, stream shaper for a longer water stream, nozzles, fire swatters needed for grass fires, spanner wrenches to disconnect hoses from fire trucks, pike poles for roof penetration, head harnesses, air packs, cylinders, and jumpsuits for use in the city limits of Alton and surrounding areas. Payment in the amount of $41,564.88 will include warranties, customer assistance and delivery. Delivery is expected within 30-60 days.

Vendor:	Dooley Tackaberry
Purchase Amount:	$41,564.88
Funds Available:	$36,077.53 - Year 23 (2010) Fire Station Equipment Funds
	$34,284.00 - Year 24 (2011) Fire Station Equipment Funds
	$70,361.53 - Total

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) & Year 24 (2011) City of Alton Fire Station Equipment funds will be utilized for the purchase of fire protection equipment.

Attachments

Fire Station Equipment

Fire Station Equipment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 04:08 PM
Perla Lopez	Perla Lopez	02/22/2012 10:37 AM
Auditor's Office	Angela Garcia	02/24/2012 11:41 AM

Perla Lopez	Perla Lopez	02/24/2012 12:59 PM
Purchasing Department	Marty Salazar	03/01/2012 10:12 AM

Form Started By: Mary Flores Started On: 02/21/2012 03:39 PM

Final Approval Date: 03/01/2012

The City of Alton
509 South Alton Blvd. Alton, Texas 78573-1196
Office (956) 432-0760. Fax (956) 432-0766

February 21, 2012

Ms. Candace J. Armenta.
UC Project Coordinator
Urban County Program
1916 Tessoro Bld
Pharr, Texas 78577

Dear Ms. Armenta:

Please process this request at your earliest convenience. Items enclosed are. The Price Proposal Form and the Quote from Dooley Tackaberry

Thanks you for all your support. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,

Steve Pena
Assistant City Manager

CC: Diana Serna, UC Director
Tony Barco, UC Program Manager
Jorge Arcaute, City Manager

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase Use additional forms as needed

Name of Cooperative BuyBoard Person Contacted: Susie Quattlebaum

Purchase #1 Vendor Name: Dooley Tackaberry Contract No.: 363-10 Phone: 713-427-3976

Quantity	Description of Items	Price per Unit	Total Amount
14	BULLARD NO A-1-BL HELMET, ADVENT. COLOR BLUE. WITH 2 POINT CHIN STRAP	$ 73.60	$1,030.40
1	ELKHART NO. 03733101-06-3FLNG MONITOR 299-11 3"FLNG INLET 2 5"MNHT(NST) OUT TILLER BRASS	$1,162.66	$1.162.66
1	ELKHART NO. 03981001 FOAM AERATION TUBE 247 HANDLINE ELK-O-LITE	$ 198.86	$ 198.86
10	ELKHART NO. 01507001 WRENCH S-454 HYDRANT ADJ. W/PIN & RLUG BRONZE	$ 62.83	$ 628.30
5	BW TECHNOLOGIES NO. QT-XWHM-R-Y-NA DETECTOR GAS ALERT QUATTRO LEL/O2/H2S/CO RECHARGABLE	$ 611.55	$3.057.75
3	ELKHART NO. 03476001 STREAM SHAPER 282A 2 5"FNHT X 2 5MNHT ELK-O-LIT	$ 142.13	$ 426.39
3	ELKHART NO. 04000023 NOZZLE 4000-02 1"FNST 45GPM 100PSI	$ 430.66	$1.291.98
4	AKRON PIKE POLES. TOOLS NO. 10-97208 FIRE SWATTER W/ 60" FIBERGLASS HANDLE UL-FB-60F	$ ~~39.63~~ 41.30	$ ~~158.12~~ 165.20
6	ELKHART NO. 71297000 WRENCH T-464 SPANNER UNIVERSAL ELK-O-LITE	$ 20.74	$ 124.44
3	AKRON NO. 10A WRENCH UNIVERSAL SPANNER (MFG PN 10)	$ ~~20.00~~ 29.52	$ ~~60.18~~ 88.56
2	AKRON - PIKE POLES. TOOLS NO. FB-42C FIRE BROOM W/42" HANDLE 12/CS	$ ~~24.19~~ 25.37	$ ~~48.38~~ 50.74
14	SCOTT SAFETY NO. 805773-72 FACEPIECE AV3000 KEVLAR HEAD HARNESS MEDIUM EPDM RUBBER	$ 214.60	$3,004.40
4	SCOTT SAFETY NO. AP2140204200202 SCBA AP75 4 5 NFPA 2007 W/O CYL W/O CASE W/O MASK W/PASS	$4,577.10	$18,308.40
8	SCOTT SAFETY NO. 804722-01 CYLINDER CARBON WITH VALVE 4500 PSIG 45 MINUTE	$ 963.60	$7,708.80
20	HONEYWELL FIRST RESPONDER NO. WCC2000-SPL JUMPSUIT WILDLAND 9.0 OZ INDURA PER CUSTOMER SPEC	$ 212.15	$4,243.00
1	SHIPPING & HANDLING/OUTBOUND FREIGHT	$ 75.00	$ 75.00
	TOTAL:		~~$41,527.06~~ 41,564.88

Recommendation: Recommend to move forward with this purchase for the City of Alton 2011 Fire Station Equipment activity. This purchase will satisfy the city's need for helmets, monitor for hoses/nozzle, aeration tube (adaption for nozzle), hydrant wrenches, gas detectors, stream shaper for a longer water stream, nozzles, fire swatters needed for grass fires, spanner wrenches to disconnect hoses from fire trucks, pike poles for roof penetration, head harnesses, air packs, cylinders, and jumpsuits

Requested by _____ Date 02/21/12 UCP Approval: _____ Date 2/21/12

DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

DATE: 02/23/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT
PAGE: 1 of 4
SLSM: 500

Bill to: 066280
ALTON FIRE DEPARTMENT
ATTN:CHIEF ELIAS SALDIVAR
205 WEST MAIN STREET.
ALTON, TX 78753

Ship to:
ALTON FIRE DEPARTMENT
ATT. CHIEF ELIAS SALDIVAR
207 WEST MAIN STREET
ALTON, TX 78753

Attention: CHIEF ELIAS SALDIVAR

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
1	14	BULLARD NO. A-1-BL HELMET, ADVENT, COLOR BLUE, WITH 2 POINT CHIN STRAP **FOR ABOVE HELMET, LIST PRICE IS $120.65; BUYBOARD PRICE IS $73.60.**				73.60	EA	$1,030.40
2	1	ELKHART NO. 03733101-06-3FLNG MONITOR 299-11 3"FLNG INLET 2.5"MNHT(NST) OUT TILLER BRASS **FOR ABOVE MONITOR, LIST PRICE IS $1906.00; BUYBOARD PRICE IS $1162.66.**	US	EAR99NLR	8424.90.9500	1,162.66	EA	$1,162.66
3	1	ELKHART NO. 03981001 FOAM AERATION TUBE 247 HANDLINE ELK-O-LITE				198.86	EA	$198.86

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
41,564.88	0.00	41,564.88

Terms: NET 30 DAYS CASH
Shipping Terms: FOB-DESTINATION
Prices Firm: 02/29/12
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment:

DOOLEY TACKABERRY

By _____
SUSIE QUATTLEBAUM

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 02/23/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT

ALTON FIRE DEPARTMENT

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
		FOR ABOVE FOAM TUBE, LIST PRICE IS $326.00; BUYBOARD PRICE IS $198.86.						
4	10	ELKHART NO. 01507001 WRENCH S-454 HYDRANT ADJ. W/PIN & RLUG BRONZE **FOR ABOVE HYDRANT WRENCH, LIST PRICE IS $103.00; BUYBOARD PRICE IS $62.83.**				62.83	EA	$628.30
5	5	BW TECHNOLOGIES NO. QT-XWHM-R-Y-NA DETECTOR GAS ALERT QUATTRO LEL/O2/H2S/CO RECHARGABLE **FOR ABOVE DETECTOR, LIST PRICE IS $755.00; BUYBOARD PRICE IS $611.55.**	US	EAR99	9027.10.0000	611.55	EA	$3,057.75
6	3	ELKHART NO. 03476001 STREAM SHAPER 282A 2.5"FNHT X 2.5MNHT ELK-O-LIT **FOR ABOVE NOZZLE, LIST PRICE IS $233.00; BUYBOARD PRICE IS $142.13.**				142.13	EA	$426.39
7	3	ELKHART NO. 04000023 NOZZLE 4000-02 1"FNST 45GPM 100PSI **** 45 GPM **** **FOR ABOVE NOZZLE, LIST PRICE IS $706.00; BUYBOARD PRICE IS $430.66.**				430.66	EA	$1,291.98
8	4	AKRON - PIKE POLES, TOOLS.... NO. 10-97208 FIRE SWATTER, WITH 60" FIBERGLASS HANDLE (UL-FB-60F) **FOR ABOVE FIRE SWATTER, LIST**				41.30	EA	$165.20

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

ALTON FIRE DEPARTMENT

DATE: 02/23/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
		PRICE IS $70.00; BUYBOARD PRICE IS $41.30.						
9	6	ELKHART NO. 71297000 WRENCH T-464 SPANNER UNIVERSAL ELK-O-LITE **FOR ABOVE SPANNER WRENCH, LIST PRICE IS $34.00;** **BUYBOARD PRICE IS $20.74.**	US	EAR99NLR	8204.11.0060	20.74	EA	$124.44
10	3	AKRON NO. 10A WRENCH UNIVERSAL SPANNER (MFG PN 10) **FOR ABOVE SPANNER WRENCH,** **LIST PRICE IS $36.00; BUYBOARD PRICE IS $29.52.**	US	EAR99	8204.11.0060	29.52	EA	$88.56
11	2	AKRON - PIKE POLES, TOOLS.... NO. FB-42C FIRE BROOM W/42" HANDLE 12/CS **FOR ABOVE FIRE BROOM, LIST** **PRICE IS $43.00; BUYBOARD PRICE IS $25.37.**				25.37	EA	$50.74
12	14	SCOTT SAFETY NO. 805773-72 FACEPIECE AV3000 KEVLAR HEAD HARNESS MEDIUM EPDM RUBBER **FOR ABOVE FACEPIECE, LIST PRICE IS $294.00; BUYBOARD PRICE IS $214.62.**	US	EAR99NLR	9020.00.8000	214.60	EA	$3,004.40
13	4	SCOTT SAFETY NO. AP2140204200202 SCBA AP75 4.5 NFPA 2007 W/O CYL W/O CASE W/O MASKW/PASS **AIR-PAK 75 SCBA STANDARD HARNESS** **4500 PRESSURE STANDARD BELT TYPE** **EZ-FLO+ REGULATOR W/ QC EBSS: DUAL** **AIRLINE OPTION: NONE CONSOLE: PASS ALERT** **CASE: NONE** **FOR ABOVE AIR-PAK, LIST PRICE** **IS $6270; BUYBOARD PRICE IS $4577.10**	US	1A004	9020.00.6000	4,577.10	EA	$18,308.40

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 02/23/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT

ALTON FIRE DEPARTMENT

Quotation
Continued

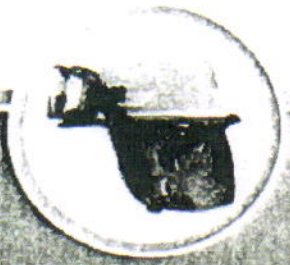
ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
14	8	SCOTT SAFETY NO. 804722-01 CYLINDER CARBON WITH VALVE 4500 PSIG 45 MINUTE **FOR ABOVE CYLINDER, LIST PRICE IS $1320.00; BUYBOARD PRICE IS 963.60.**				963.60	EA	$7,708.80
15	20	HONEYWELL FIRST RESPONDER NO. WCC2000-SPL JUMPSUIT WILDLAND 9.0 OZ INDURA PER CUSTOMER SPEC **WILDLAND COVERALLS WILL INCLUDE: 3" COLLAR, SLANT TOP SEMI-BELLOWS POCKETS -ICR, HIP POCKET, MIC TAB, RADIO POCKET, 2" LIME TWO-TONE TRIM** **COLOR: ROYAL BLUE** **FOR ABOVE AMERICAN FIREWEAR F/HONEWELL COVERALLS, LIST PRICE IS $385.75; BUYBOARD PRICE IS $212.16.**				212.15	EA	$4,243.00
		OUTBOUND FREIGHT*						75.00
16	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER **BUYBOARD CONTRACT # 363-10**				0.00	EA	$0.00

#1

Fire and Rescue Helmets Price List
Prices Effective February 1, 2012

* **Note:** If you are not purchasing a leather front with your helmet, you must purchase a R400 leather front to accommodate an existing front.

Bullard Part Number	Bullard Item Description	Minimum Quantity	List Price
ESSARSLV-N	Nomex flame-retardant goggle sleeve	1	$26.12



NO ADDITIONAL CHARGE!

Colors: White, red, yellow, black, blue and lime-yellow

Options or Substitutes at No Additional Charge:

- R325 6" Faceshield
- Red-Orange Reflective Striping
- R721YLW Yellow Nomex Ear/Neck Protector
- R350 4" Faceshield

Pad Printing: Single or multi-color logos or insignias are available. Application charges are added to the base price of the helmet.

Shipping:

Bullard Model Number	Minimum Buy Quantity	Single Carton Weight (LBS)	Single Carton Dimensions (L x W x H in inches)	Case Quantity	Case Weight (LBS)	Case Dimensions (L x W x H in inches)
USRX	1	4	13 x 12 x 8	3	14	24 x 14 x 13

Advent EMS/SAR Helmets

Bullard Part Number	Bullard Item Description	Minimum Quantity	List Price
USRX	Urban search and rescue thermoplastic helmet with Quick-Attach goggle	1	$220.02
A1	Advent Type II helmet with 8-point ratchet suspension and 2-point chinstrap, vinyl brow pad	1	$120.65
A2	Advent Type II helmet with 8-point ratchet suspension and 3-point chinstrap, vinyl brow pad	1	$141.16



Colors: White, red, yellow, blue and orange

Pad Printing: Single or multi-color logos or insignias are available. Application charges are added to the base price of the helmet.

Shipping:

Bullard Model Number	Minimum Buy Quantity	Single Carton Weight (LBS)	Single Carton Dimensions (L x W x H in inches)	Case Quantity	Case Weight (LBS)	Case Dimensions (L x W x H in inches)
Advent	1	2	12 x 10 x 8	10	19	13 x 11 x 24

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
8500-01	5-30		3" NPT	Elk-O-Lite	08500511	8,276		F
8500-01	5-30		3" fing	Elk-O-Lite	08500501	8,276		F
8500-01	5-30		4" fing	Elk-O-Lite	08500521	8,276		F
Package #1	5-30	w/ST-191-A	3" fing	Elk-O-Lite	08500505	8,692		F
Package #2	5-30	w/SM-1250E	3" fing	Elk-O-Lite	08500502	10,524		F
Package #3	5-30	w/ST-191-A, SM-1250E	3" fing	Elk-O-Lite	08500503	10,920		F
Package #4	5-30	w/ST-191-A, SM-1250E, 8598 18" elec Extender	3" fing	Elk-O-Lite	08500504	14,043		F
8500-01 EXT	5-30	215 deg V travel	3" NPT	Elk-O-Lite	08500581	8,276		F
8500-01 EXT	5-30	215 deg V travel	3" fing	Elk-O-Lite	08500571	8,276		F
8500-01 EXT	5-30	215 deg V travel	4" fing	Elk-O-Lite	08500561	8,276		F

Accessory/Option	Vulcan R	Description	Part #	List Price	Code	PC
	Standard	Includes 282-A stream shaper, panel mount aerial transmitter and hand-held transmitter		NC		F
	Deduct	282-A, stream shaper	03476001	233	All	F
	Accessory	Additional panel mount aerial transmitter - Secondary	81327201	1,206	All	F
	Accessory	Additional hand-held transmitter	81282001	1,206	All	F
	Accessory	Auxiliary battery pack	81392001	584	All	F
	Accessory	OEM Aerial Transmitter - Primary	81353101	1,206	All	F
	Accessory	OEM Aerial Transmitter - Secondary	81353201	1,206	All	F
	Accessory	Switch Box (requires OEM Transmitter)	81549001	504	All	F
	Accessory	Aerial panel mount (aerial applications)	81327101	1,206	All	F
	Accessory	24V power module	81545001	1,095	All	F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
8500-02	5-34	Tiller	3" NPT	Elk-O-Lite	08500121	1,208		F
8500-02	5-34	Tiller	3" fing	Elk-O-Lite	08500021	1,208		F
8500-02	5-34	Tiller	4" fing	Elk-O-Lite	08500041	1,208		F
8500-03	5-34	handwheel	3" NPT	Elk-O-Lite	08500241	2,356		F
8500-03	5-34	handwheel	3" fing	Elk-O-Lite	08500221	2,356		F
8500-03	5-34	handwheel	4" fing	Elk-O-Lite	08500231	2,356		F
8500-03X	5-34	handwheel - fixed base	3" NPT	Elk-O-Lite	08500341	2,356		F
8500-03X	5-34	handwheel - fixed base	3" fing	Elk-O-Lite	08500321	2,356		F
8500-03X	5-34	handwheel - fixed base	4" fing	Elk-O-Lite	08500331	2,356		F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
8287	5-37	w/stream shaper & quad stack tips	(3)2.5"F	Elk-O-Lite	08287024	4,949		F
8287	5-37	w/stream shaper	(3)2.5"F	Elk-O-Lite	08287014	4,327		F
8287	5-37	monitor only - handwheel	(3)2.5"F	Elk-O-Lite	08287001	4,011		F

Accessory/Option	8287	Description	Part #	List Price	Code	PC
	Option	8290 top mount fixture for 8287	08290001	864	All	F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
299-11P	5-40	tiller	4" fing	Chrome	03733104	3,098		F
299-11	5-40	tiller	4"fing	Brass	03732001	1,906		F
299-11	5-40	tiller - w/gauge	4"fing	Brass	03733901	2,042		F

Accessory/Option	299-11	Description	Part #	List Price	Code	PC
	Option	Steering wheel control, brass 299-11	36660001	187	All	F
	Option	Steering wheel control, chrome 299-11	36660004	641	All	F
	Option	Other inlet options available, refer to catalog	specify			F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
8394-02	5-42	handwheel	4" fing	Brass	08394021	4,842		F
8394-121	5-42	tiller - "Big Stick"	4" fing	Brass	08394121	3,439		F

#3, #4, #1

Accessories - Hose & Nozzle

Model	Cat	Description	Material	Part #	List Price	Code	PC
PG	2-1	1.5F x 1.5M Pistol grip	Elk-O-Lite	01166001	217		F
PG	2-1	1.5F x 1.5M, fine thrd Pistol grip	Elk-O-Lite	80538001	217		F
PG-S	2-1	1F x 1M NH Pistol grip	Elk-O-Lite	03676004	217		F
227-A-1.5	2-1	1.5F X 1.5M Piezometer	Elk-O-Lite	00683201	375		F
227-A-2.5	2-1	2.5F X 2.5M Piezometer	Elk-O-Lite	00686001	450		F
227-A-3.5	2-1	3.5F X 3.5M Piezometer	Elk-O-Lite	00687001	973		F
228-A-1.5	2-1	1.5F X 1.5M High rise gauge	Elk-O-Lite	00689001	268		F
228-A-2.5	2-1	2.5F X 2.5M High rise gauge	Elk-O-Lite	00688001	293		F
D-327	2-1	2.5F x 1.5M Adapter	Chrome	15222004	195		F
D-327	2-1	2.5F x 1.5M Adapter	Brass	15222002	184		F
D-327-A	2-1	2.5F x 1.5M Adapter	Elk-O-Lite	15627001	188		F
D-327-A	2-1	2.5F x 1.5M NPSH	Elk-O-Lite	15627101	188		F
632	2-1	hose/ladder strap	Nylon	01560001	65		FI
285	2-1	Hose clamp, 1.5-3" hose	ZA-27	00724001	633		F
285-MB	2-1	Hose clamp mntg brckt	ZA-27	00725001	51		F
EB-500	2-1	Flowmeter portable kit		00520000	2,414		F

Accessories - Foam Expansion Tubes

Model	Cat	Material	Part #	List Price	Code	PC
244-S	2-2	Elk-O-Lite	00693101	326		F
246-S	2-2	Elk-O-Lite	03976201	293		F
247-S	2-2	Elk-O-Lite	03981201	293		F
244	2-2	Elk-O-Lite	00693001	326		F
246	2-2	Elk-O-Lite	03976001	326		F
247	2-2	Elk-O-Lite	03981001	326		F

#3

Accessories - Elkhart Brass Special Tools

Model	Cat	Description	Part #	List Price	Code	PC
1" waterway	2-4	Seat wrench 1" waterway	71251000	189		F
1-3/8" waterway	2-4	Seat wrench 1-3/8" waterway	71252000	208		F
Valves/appliances	2-4	Open face spanner wrench	71258000	78		F
Nozzles	2-4	Open face spanner wrench	71303001	211		F
Nozzles	2-4	Stem web wrench	80269001	108		F
Nozzles	2-4	Stem head wrench	80291001	61		F
Nozzles	2-4	Stem web wrench	80313001	92		F
Ball valved wyes	2-4	Seat wrench	80642001	49		F
Piston intake valves	2-4	Seat wrench 4.5" 9786/9787 - March 2001 and newer	01501001	136		F
Piston intake valves	2-4	Seat wrench 5"/6" 9786/9787 - March 2001 and newer	01502001	146		F
Tool kit	2-2	603 (Includes: 71251, 71252, 71258, 80291, 80313, 80642)	03629001	668		F
Bumper retro-fit tool	1-3	604 bumper retro-fit tool	00701001	124		F

Accessories - Wrenches

Model	Cat	Description	Material	Part #	List Price	Code	PC
F-464-A	2-2	Folding spanner	Elk-O-Lite	01515001	44		F
F-464-B	2-2	Folding spanner	Cast Brass	01515101	54		F
T-464	2-2	Universal spanner	Elk-O-Lite	71297000	34		FI
454	2-2	Hydrant, adjustable, with pin lug	Bronze, CP hdle	01500001	86		FI
S-454	2-2	Hydrant, adjustable, with pin and rocker lug	Bronze, CP hdle	01507001	103		FI
S-454-S	2-3	Hydrant, adjustable, with storz and rocker lug	Bronze, CP hdle	01508001	135		FI
469	2-3	469 holder only	Elk-O-Lite	00588001	88		F
469 Kit	2-3	469 kit with wrenches	Elk-O-Lite	00588000	146		F
470	2-3	470 holder only	Elk-O-Lite	01519001	88		F
470 Kit	2-3	470 kit with wrenches	Elk-O-Lite	01519000	227		F

#1

#4

#5

GasAlertQuattro 4-Gas Detector	Alkaline Version*		Rechargeable Version*	
%LEL, O_2, H_2S, CO	QT-XWHM-A-Y-NA	$695.00	QT-XWHM-R-Y-NA	$755.00

GasAlertQuattro 3-Gas Detector	Alkaline Version*		Rechargeable Version*	
%LEL, O_2, H_2S	QT-XWH0-A-Y-NA	$645.00	QT-XWH0-R-Y-NA	$705.00
%LEL, O_2, CO	QT-XW0M-A-Y-NA	$645.00	QT-XW0M-R-Y-NA	$705.00
O_2, H_2S, CO	QT-X0HM-A-Y-NA	$645.00	QT-X0HM-R-Y-NA	$705.00
%LEL, H_2S, CO	QT-0WHM-A-Y-NA	$645.00	QT-0WHM-R-Y-NA	$705.00

GasAlertQuattro 2-Gas Detector	Alkaline Version*		Rechargeable Version*	
%LEL, O_2	QT-XW00-A-Y-NA	$595.00	QT-XW00-R-Y-NA	$655.00
H_2S, CO	QT-00HM-A-Y-NA	$595.00	QT-00HM-R-Y-NA	$655.00
O_2, H_2S	QT-X0H0-A-Y-NA	$595.00	QT-X0H0-R-Y-NA	$655.00
O_2, CO	QT-X00M-A-Y-NA	$595.00	QT-X00M-R-Y-NA	$655.00
%LEL, H_2S	QT-0WH0-A-Y-NA	$595.00	QT-0WH0-R-Y-NA	$655.00
%LEL, CO	QT-0W0M-A-Y-NA	$595.00	QT-0W0M-R-Y-NA	$655.00

GasAlertQuattro 1-Gas Detector	Alkaline Version*		Rechargeable Version*	
O_2	QT-X000-A-Y-NA	$545.00	QT-X000-R-Y-NA	$605.00
%LEL	QT-0W00-A-Y-NA	$545.00	QT-0W00-R-Y-NA	$605.00
H_2S	QT-00H0-A-Y-NA	$545.00	QT-00H0-R-Y-NA	$605.00
CO	QT-000M-A-Y-NA	$545.00	QT-000M-R-Y-NA	$605.00

Black housing available with all GasAlertQuattro configurations. To order a unit with black housing replace "-Y-" with "-B-".

GasAlertQuattro Region Codes

For orders outside North America, change order number suffix "-NA" to:

"-EU"	Europe	"-CN"	China/New Zealand
"-UK"	United Kingdom	"-OR"	Other region with 3-pin UK plug
"-AU"	Australia	"-OE"	Other region with 2-pin UK plug

Gas Legend

%LEL	Combustible
O_2	Oxygen
H_2S	Hydrogen sulfide
CO	Carbon monoxide

Model	Cat	Inlet	Description	Material	Part #	List Price	Code		PC
8297-10	5-20	NA	upper unit	Elk-O-Lite	81270002	2,829			F
8297-25	5-20	(2) 2.5"F	upper and base	Elk-O-Lite	08297252	4,368			F
8297-35	5-20	3.5"F	upper and base	Elk-O-Lite	08297352	4,552			F
8297-40	5-20	4"F	upper and base	Elk-O-Lite	08297402	4,552			F
8297-41	5-20	4"STZ	upper and base	Elk-O-Lite	08297412	4,552			F
8297-45	5-20	4.5"F	upper and base	Elk-O-Lite	08297452	4,552			F
8297-51	5-20	5"STZ	upper and base	Elk-O-Lite	08297512	4,552			F
8297-98F	5-20	3"flng	upper w/8298F top mnt adapter 3" flange	Elk-O-Lite	08297982	3,200			F
8297-98P	5-20	3"NPT	upper w/8298P top mnt adapter 3" NPT	Elk-O-Lite	08297971	3,200			F
8297-99	5-20	(2) 2.5"F	upper w/8299 dual inlet top mnt fixture	Elk-O-Lite	08297992	3,564			F
Accessory/Option	Stinger 2.0		Description		Part #	List Price	Code		PC
	Standard		Includes stream shaper and quad stack tips			NC	All		F
	Deduct		282-A, stream shaper		03476001	233	All		F
	Deduct		ST-194, quad stacked tips		00626001	626	All		F
	Accessory		SM-1250, automatic nozzle		03779201	1,490	All		F
	Accessory		Base only (2)2.5"F inlets		80791101	1,544	All		F
	Accessory		Base only 3.5"F inlet		80930101	1,727	All		F
	Accessory		Base only 4"F inlet		80929101	1,727	All		F
	Accessory		Base only 4.5"F inlet		80931101	1,727	All		F
	Accessory		Base only 4"STZ inlet		80928101	1,727	All		F
	Accessory		Base only 5"STZ inlet		80927101	1,727	All		F
	Accessory		8298F top mount adapter 3" flange		08298000	372	All		F
	Accessory		8298P top mount adapter 3" NPT		08298100	372	All		F
	Accessory		8299 dual 2.5"F inlet top mount fixture		08299000	736	All		F
	Accessory		3" 150# ANSI companion flange		81315001	146	All		F
	Accessory		8297-MB portable base mounting bracket		08297811	347	All		F
	Accessory		8298EX, The Pipe, monitor extension		08298400	403	All		F
	Accessory		Warning indicator for 8298EX		81258001	106	All		F
	Accessory		8298EX-MB mounting bracket for The Pipe		08298501	106	All		F
	Accessory		8297 protective cover for base		81497001	46	All		F

Please contact Customer Service to obtain part numbers for units built prior to November 2002 1-800-346-0250

Model	Cat	Inlet	Material	Part #	List Price	Code		PC
8397	5-20	3" flng	Elk-O-Lite	08397612	2,395			F
8397	5-20	(2) 2.5"F	Elk-O-Lite	08397012	4,024			F
8397	5-20	3.5"F	Elk-O-Lite	08397312	4,208			F
8397	5-20	4"F	Elk-O-Lite	08397412	4,208			F
8397	5-20	4.5"F	Elk-O-Lite	08397512	4,208			F
8397	5-20	4"STZ	Elk-O-Lite	08397212	4,208			F
8397	5-20	5"STZ	Elk-O-Lite	08397112	4,208			F
Accessory/Option	Stinger 2.0	Description		Part #	List Price	Code		PC
	Standard	Includes stream shaper and quad stack tips			NC	All		F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code		PC
8393	5-23		3" flng	Brass	08393021	1,699			F
8393	5-23		4" flng	Brass	08393121	1,699			F
8393-A	5-23		specify	Elk-O-Lite	08393201	1,617			F
8393-P	5-23	pressure gauge	4" flng	Brass	08393821	1,758			F
8393-IV	5-23	w/3" valve	4"flng	Brass	08393930	2,437			F
Accessory/Option	Stinger	Description			Part #	List Price	Code		PC
	Option	Other inlet options available, refer to catalog			specify	NC			F

Handline Nozzles

Handline Nozzles — Flex Attack

Model	Cat	Base	GPM	PSI	Grip	Part #	List Price	Code		PC
TFLX-20	nic	1.5" F rigid	184	50		00338200	674			F
FLX-20G	1-7	1.5" F	184	50	yes	00338100	1 029			F
FLX-20G	1-7	1.5" F npsh	184	50	yes	00338101	1,029			F
FLX-20G	1-7	1.5" F special	184	50	yes	00338110	1,029	40		F

Accessory/Option	Flex Attack	Description	Part #	List Price	Code		PC
		Specify and confirm custom threads		NC	40		F

Handline Nozzles — Chief

Model	Cat	Base	GPM	PSI	Grip	Part #	List Price	Code		PC
4000-01	1-4	1.0" F	15	100		04000012	706			F
4000-01	1-4	1.0" F	30	100		04000011	706			F
4000-01	1-4	1.0" F	45	100		04000013	706			F
4000-01	1-4	1.0" F	60	100		04000014	706			F
4000-02	1-4	1.0" F	15	100		04000022	706			F
4000-02	1-4	1.0" F	30	100		04000021	706			F
4000-02	1-4	1.0" F	45	100		04000023	706			F
4000-02	1-4	1.0" F	60	100		04000024	706			F
4000-03	1-4	1.0" F	15	100	yes	04000032	766			F
4000-03	1-4	1.0" F	30	100	yes	04000031	766			F
4000-03	1-4	1.0" F	45	100	yes	04000033	766			F
4000-03	1-4	1.0" F	60	100	yes	04000034	766			F
4000-04	1-4	1.0" F	15	100		04000042	542			F
4000-04	1-4	1.0" F	30	100		04000041	542			F
4000-04	1-4	1.0" F	45	100		04000043	542			F
4000-04	1-4	1.0" F	60	100		04000044	542			F
4000-10	1-4	1.5" F	60	100		04000102	717	1		F
4000-10	1-4	1.5" F	75	100		04000100	717	1		F
4000-10	1-4	1.5" F	95	100		04000101	717	1		F
4000-10	1-4	1.5" F	125	75		04000105	717	1		F
4000-10	1-4	1.5" F	125	100		04000103	717	1		F
4000-10	1-4	1.5" F	150	100		04000104	717	1		F
4000-11	1-4	1.5" F	60	100		04000112	717	1		F
4000-11	1-4	1.5" F	75	100		04000110	717	1		F
4000-11	1-4	1.5" F	125	75		04000115	717	1		F
4000-11	1-4	1.5" F	125	100		04000113	717	1		F
4000-11	1-4	1.5" F	150	100		04000114	717	1		F
4000-12	1-4	1.5" F	60	100		04000122	717	1		F
4000-12	1-4	1.5" F	75	100		04000120	717	1		F
4000-12	1-4	1.5" F	95	100		04000121	717	1		F
4000-12	1-4	1.5" F	125	75		04000125	717	1		F
4000-12	1-4	1.5" F	125	100		04000123	717	1		F
4000-12	1-4	1.5" F	150	100		04000124	717	1		F
4000-13	1-4	1.5" F	60	100	yes	04000132	813	1		F
4000-13	1-4	1.5" F	75	100	yes	04000130	813	1		F
4000-13	1-4	1.5" F	95	100	yes	04000131	813	1		F
4000-13	1-4	1.5" F	125	75	yes	04000135	813	1		F
4000-13	1-4	1.5" F	125	100	yes	04000133	813	1		F
4000-13	1-4	1.5" F	150	100	yes	04000134	813	1		F

Accessory/Option	Chief	Description	Part #	List Price	Code		PC
	Option	Available with molded urethane teeth	specify	NC	1		F
	Option	Shut-off with built-in smooth bore. Specify discharge size: 7/8, 15/16, 1, 1-1/8, 1-1/4	specify	NC	2		F
	Option	Glow bumper	specify	84	All		F
	Note	Other configurations may be available			All		F

Style	Description	US$ List Price
4	***¼" Drain-It Drain Valve***	186.00
7	***¼" Drain Valve***	128.00
10	***Universal Spanner Wrench***	36.00
13	***Folding Pocket Spanner***	45.00
14	***Folding Pocket Spanner***	45.00
15	***Hydrant and Spanner Wrench***	86.00
	Replacement Insert (P/N 104718)	★20.55
17	***Adjustable Hydrant Wrench***	70.00
19	***Universal Suction Spanner Wrench***	132.00
25	***Hole Type Spanner Wrench***	
	Specify ¾"-1" or 2 ½"	36.00
31	***Pressure Gauge***	253.00
32	***Pressure Gauge***	253.00
35	***Line Gauge***	
	2 ½" (65 mm)	304.00
	3" (75 mm)	568.00
36	***Pressure Gauge***	197.00
39	***Horizontal Tool Bracket ¾" - 1"***	64.00
40	***Horizontal Tool Bracket 1½" - 2½"***	64.00
41	***Vertical Tool Bracket ¾" - 1"***	64.00
42	***Vertical Tool Bracket 1½" - 2½"***	64.00
44	***Pressure - Vacuum Panel Adapter***	93.00
46	***Fitzall Combination Spanner***	41.00
50	***Trooper Bar***	143.00
57	***Quarter Turn Drain Valve***	101.00
59	***Intake Pressure Relief Valve***	530.00
70	***Leaf Thread Gauge***	99.00
75	***Expansion Units***	
	1" (25 mm) with Drawbar	879.00
	1 ½" (38 mm) with Drawbar	867.00
	1 ½" x 1 ¾" (38 x 44 mm) with Drawbar	889.00
	2" (51 mm) with Drawbar	949.00
	2 ½" (65 mm) with Drawbar	982.00
	3" x 2 ½" (75 x 65 mm) with Drawbar	1,078.00
	2 ½" - 3" (65 x 75 mm) Drawbar Only (P/N 7-08-044)	★257.11
	4" (102 mm) less Drawbar	1,121.00
	4 ½" (114 mm) less Drawbar	1,251.00
	5" (127 mm) less Drawbar	1,267.00
	6" (153 mm) less Drawbar	1,501.00
	3 ½" - 6" (89 - 153 mm) Drawbar Only (P/N 7-08-059)	★319.21
78	***Hose and Ladder Strap***	86.00
90	***Die***	
	1 ½" (38 mm)	705.00
	2 ½" (65 mm)	863.00
91	***Tap***	
	1 ½" (38 mm)	705.00
	2 ½" (65 mm)	863.00
101	***3½" Top-Mount Remote Control***	186.00
102	***5" Top-Mount Remote Control***	186.00

260 ***Plain Wye***	Cast	Chrome
1 ½" F x (2) 1" M (38 x 25 mm)	346.00	377.00
1 ½" F x (2) 1 ½" M (38 x 38 mm)	372.00	396.00
2 ½" F X (2) 1 ½" M (65 x 38 mm)	377.00	416.00
2 ½" F X (2) 2 ½" M (65 x 65 mm)	478.00	563.00
3" F x (2) 2 ½" M (75 x 65 mm)	755.00	
3 ½" F x (2) 2 ½" M (89 x 65 mm)	810.00	
4" F x (2) 2 ½" M (102 x 65 mm)	815.00	901.00
4 ½" F x (2) 2 ½" M (114 x 65 mm)	910.00	1,002.00
5" F x (2) 2 ½" M (127 x 65 mm)	988.00	1,075.00
6" F X (2) 2 ½" M (153 x 65 mm)	1,150.00	1,241.00

261 ***Plain Siamese***	Cast	Chrome
2 ½" M x (2) 2 ½" F (65 x 65 mm)	592.00	622.00
3" M x (2) 2 ½" F (75 x 65 mm)	747.00	814.00

262 ***Clapper Valve Siamese***	Cast	Chrome
2 ½" M x (2) 2 ½" F (65 x 65 mm)	916.00	1,010.00
3" M x (2) 2 ½" F (75 x 65 mm)	1,019.00	1,113.00

266 ***Clapper Valve Siamese***	Cast	Chrome
3" F x (2) 2 ½" F (75 x 65 mm)	1,091.00	
4" F x (2) 2 ½" F (102 x 65 mm)	1,384.00	1,462.00
4 ½" F x (2) 2 ½" F (114 x 65 mm)	1,483.00	1,552.00
5" F x (2) 2 ½" F (127 x 65 mm)	1,539.00	1,697.00
6" F x (2) 2 ½" F (153 x 65 mm)	1,686.00	1,863.00

285 ***Gate Valve***	Cast	Chrome
2 ½" (65 x 65 mm)	633.00	706.00

326 ***British Instantaneous Adapter***	Cast	Pyrolite®
1 ½" M x 2 ½" BIM (38 x 38 mm)	119.00	150.00
2 ½" M x 2 ½" BIM (65 x 65 mm)	119.00	150.00

330 ***Short Internal Lug Adapter***	Cast	Chrome
1 ½" NPT F x 1 ½" M (38 x 38 mm)	50.00	67.00
2 ½" NPT F x 2 ½" M (65 x 65 mm) Optional with strainer	71.00	80.00
3" NPT F x 2 ½" M (75 x 65 mm)	212.00	209.00
3" NPT F x 3" M (75 x 75 mm)		158.00

331 ***Long Internal Lug Adapter***	Cast	Chrome
2 ½" NPT F x 2 ½" M (65 x 65 mm)	112.00	124.00

335 ***Double Female Adapter***	Pyrolite®	Cast	Chrome
1 ½" (38 mm)	190.00	171.00	218.00
2" (51 mm)		192.00	
2 ½" (65 mm)	223.00	199.00	239.00
3" x 2 ½" (75 x 65 mm)			571.00
3" (75 mm)		350.00	401.00

336 ***Double Male Adapter***	Pyrolite	Cast	Chrome
1 ½" (38 mm)	128.00	107.00	118.00
2" x 1 ½" (51 x 38 mm)		159.00	203.00
2 ½" x 1 ½" (65 x 38 mm)		134.00	198.00

Prices are for U.S. domestic resale and do not include International Tariffs, Taxes and Shipping

◇ : denotes a $68.00 per inlet upcharge if fitted with British Instantaneous (BIM or BIF), Japanese Instantaneous (JIM or JIF), or Storz connections

Style	Description	US$ List Price
Ultra-Tough Pike Pole		
UT-3	3' (.9 m) Pike Pole with Standard Hook	52.00
UT-4	4' (1.2 m) Pike Pole with Standard Hook	58.00
UT-6	6' (1.8 m) Pike Pole with Standard Hook	84.00
UT-8	8' (2.4 m) Pike Pole with Standard Hook	91.00
UT-10	10' (3.0 m) Pike Pole with Standard Hook	103.00
UT-12	12' (3.7 m) Pike Pole with Standard Hook	116.00
UT-14	14' (4.3 m) Pike Pole with Standard Hook	135.00
UT-16	16' (4.9 m) Pike Pole with Standard Hook	143.00
	See pg. 31 for additional options	
Ultra-Lite Pike Pole		
UL-3	3' (.9 m) Pike Pole with Standard Hook	50.00
UL-4	4' (1.2 m) Pike Pole with Standard Hook	56.00
UL-6	6' (1.8 m) Pike Pole with Standard Hook	82.00
UL-8	8' (2.4 m) Pike Pole with Standard Hook	89.00
UL-10	10' (3.0 m) Pike Pole with Standard Hook	101.00
UL-12	12' (3.7 m) Pike Pole with Standard Hook	114.00
UL-14	14' (4.3 m) Pike Pole with Standard Hook	133.00
UL-16	16' (4.9 m) Pike Pole with Standard Hook	143.00
	See pg. 31 for additional options	
Double Gripper Ultra-Lite Pike Pole		
UL-DG-10	10' (3.0 m) Gripper Pike Pole with Standard Hook	122.00
UL-DG-12	12' (3.7 m) Gripper Pike Pole with Standard Hook	134.00
UL-DG-14	14' (4.3 m) Gripper Pike Pole with Standard Hook	144.00
UL-DG-16	16' (4.9 m) Gripper Pike Pole with Standard Hook	160.00
UL-DG-20	20' (6.1 m) Gripper Pike Pole with Standard Hook	198.00
	See pg. 31 for additional options	
I-Beam Pike Poles		
IB-3	3' (.9 m) with Standard Hook	80.00
IB-4	4' (1.2 m) with Standard Hook	89.00
IB-6	6' (1.8 m) with Standard Hook	103.00
IB-8	8' (2.4 m) with Standard Hook	114.00
IB-10	10' (3.0 m) with Standard Hook	130.00
IB-12	12' (3.7 m) with Standard Hook	147.00
IB-14	14' (4.3 m) with Standard Hook	154.00
IB-16	16' (4.9 m) with Standard Hook	170.00
	See pg. 31 for additional options	
Gripper Pike Poles		
PP-3	3' (.9 m) with Standard Hook and Grip	60.00
PP-4	4' (1.2 m) with Standard Hook and Grip	68.00
PP-6	6' (1.8 m) with Standard Hook and Grip	87.00
PP-8	8' (2.4 m) with Standard Hook and Grip	101.00
PP-10	10' (3.0 m) with Standard Hook and Grip	115.00
PP-12	12' (3.7 m) with Standard Hook and Grip	130.00
PP-14	14' (4.3 m) with Standard Hook and Grip	140.00
PP-16	16' (4.9 m) with Standard Hook and Grip	154.00
	See pg. 31 for additional options	
Double Gripper Oval Rod		
DG-10	10' (3.0 m) with Standard Hook	136.00
DG-12	12' (3.7 m) with Standard Hook	150.00
DG-14	14' (4.3 m) with Standard Hook	171.00
DG-16	16' (4.9 m) with Standard Hook	187.00
DG-18	18' (5.5 m) with Standard Hook	229.00
DG-20	20' (6.1 m) with Standard Hook	273.00
	See pg. 31 for additional options	
Wood Pike Poles		
WR-3	3' (.9 m) with Standard Hook	56.00
WR-4	4' (1.2 m) with Standard Hook	68.00
WR-6	6' (1.8 m) with Standard Hook	99.00
WR-8	8' (2.4 m) with Standard Hook	113.00
WR-10	10' (3.0 m) with Standard Hook	147.00
WR-12	12' (3.7 m) with Standard Hook	198.00
WR-14	14' (4.3 m) with Standard Hook	261.00
WR-16	16' (4.9 m) with Standard Hook	289.00
	See pg. 31 for additional options	

Style	Description	US$ List Price
Adapt-a-Pole		
AP-SK	Adapt-a-Pole Salvage Kit	593.00
AP-VK	Adapt-a-Pole Roof Kit	366.00
Adapt-a-Pole Additional Options:		
	690-SB - Salvage Kit Bag	161.00
	691-VB - Vent Kit Bag	161.00
	AP-3-USA - 3' (.9 m) USA Hook	99.00
	AP-3-RH - 3' (.9 m) Rubbish Hook	128.00
	AP-3-DWH - 3' (.9 m) Dry Wall Hook	122.00
	AP-3-BG - 3' (.9 m) Bumper Grip	63.00
	AP-3-DH - 3' (.9 m) D-Handle	76.00
	AP-3-EXT - 3' (.9 m) Extension	76.00
	AP-3-RK - 3' (.9 m) Ram Knob	76.00
	AP-D - 6" (153 mm) D-Handle	63.00
	AP-AS - Scoop Shovel	90.00
	AP-BH - Broom Head	139.00
	AP-4-EXT - 4' (1.2 m) Extension	73.00
	AP-4-BG - 4' (1.2 m) Handle Section	61.00
	AP-4-DH	82.00
	AP-SH - Shovel Head	74.00
	AP-SQ - Squeegee Head	107.00
**Specialty hooks & ends add to the overall length of the pike pole*		
Pike Pole Mounting Brackets		
PPBK	Tool Brackets ¾ - 1 ⅛" (19 - 29 mm)	16.00
PPBK-LG	Tool Brackets 1 ⅜ - 1 ¾" (35 - 44 mm)	17.00
HM-58	Horizontal Tool Bracket 1 ⅛" (29 mm)	59.00
HM-59	Horizontal Tool Bracket 1 ½" (38 mm)	46.00
VM-58	Vertical Tool Bracket 1 ⅛" (29 mm)	63.00
VM-59	Vertical Tool Bracket 1 ½" (38 mm)	52.00
PPR-60	Pike Pole Rings	41.00
148-BT	Optional 8" (203 mm) Band of Grip Tape	8.00
Wildland Fire Tools		
FSS-FR	Forestry Service Fire Rake	64.00
FSS-CT	Forestry Service Combination Tool	143.00
FSS-PL	Forestry Service Pulaski Axe	152.00
FSS-MT	Forestry Service McLeod Tool	115.00
FSS-RS	Forestry Service Round Shovel	109.00
FB-42	Fire Fighting Broom	43.00
FR-12	Fire Rake with 60" (1.5 m) Wooden Handle and Head	43.00
FR-60F	Fire Rake with 60" (1.5 m) Fiberglass Handle	81.00
UL-FR-60F	Fire Rake with 60" (1.5 m) Ultra-Lite Fiberglass Handle	54.00
FB-15	Fire Beater with 60" (1.5 m) Wooden Handle	58.00
FB-60F	Fire Beater with 60" (1.5 m) Fibergiass Handle	87.00
UL-FB-60F	Fire Beater with 60" (1.5 m) Ultra-Lite Fiberglass Handle	70.00
UL-MT-48	McLeod tool with 48" (1.2 m) Ultra-Lite Fiberglass Handle	91.00
WR-MT-48	McLeod tool with 48" (1.2 m) Wood Handle	91.00
WPL-4	3.75# Pulaski Axe with 36" (.9 m) Hickory Handle	80.00
Miscellaneous Tools		
UL-SQ-60F	18" (.5 m) Floor Squeegee with 60" (1.5 m) Ultra-Lite Fiberglass Handle	127.00
UL-SQ-60F24	24" (.6 m) Floor Squeegee with 60" (1.5 m) Ultra-Lite Fiberglass Handle	133.00
UL-DG-SQ	18" (.5 m) Floor Squeegee with 60" (1.5 m) Double Ultra-Lite Fiberglass Handle	172.00
UL-DG-SQ24	24" (.6 m) Floor Squeegee with 60" (1.5 m) Double Ultra-Lite Fiberglass Handle	178.00
RS-48F	Round Shovel with 48" (1.2 m) Ultra-Lite Fiberglass Handle	67.00
SS-48F	Square Shovel with 48" (1.2 m) Ultra-Lite Fiberglass Handle	66.00
AS-27D	Scoop Shovel with 27" (.7 m) Ultra-Lite Fiberglass Rod and D-Handle	85.00
DB-48	48" (1.2 m) Demolition Bar	136.00
Super Spanners		
SS-525	Spanner Wrenches 4-5" (102-127 mm) Storz and 1-3" (2.5-75 mm) Rocker Lugs	26.00
SS-523	Spanner Wrenches 4-5" (102-127 mm) Storz with Handle	36.00
SS-MP	Mounting Plate with four (4) SS-525 Super Spanner Wrenches	128.00
SS-523-MP	Mounting Plate with 4 SS-523	140.00
SS-MPX	Mounting Plate Only	46.00

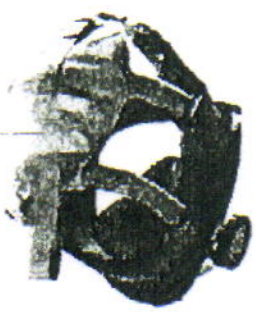
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Prices are for U.S. domestic resale and do not include International Tariffs, Taxes and Shipping

◈ : denotes a $68.00 per inlet upcharge if fitted with British Instantaneous (BIM or BIF), Japanese Instantaneous (JIM or JIF), or Storz connections

AV-3000





FastTrax

TOP-DOWN CONVERTIBILITY™ The AV-3000 facepiece is fully interchangeable with Scott's full-line of SCBA, air-supplied respirators and air purifying respirators, as well as Scott's communications products providing "Top-Down Convertibility" options. It is designed to minimize equipment inventories, simplify the complexities of user training when issued as a single personal issue facepiece and reduce redundant facepiece fit tests.

AV-3000 Facepiece With SureSeal (Grey Nosecup) and Kevlar Head Harness

Part Number	Description	Pieces Per Pkg	Price
805773-81	Small Faceseal, Small Nosecup	1	$294.00
805773-82	Medium Faceseal, Medium Nosecup	1	$294.00
805773-83	Large Faceseal, Large Nosecup	1	$294.00
805773-84	Small Faceseal, Small Nosecup, Comm Bracket	1	$319.00
805773-85	Medium Faceseal, Medium Nosecup, Comm Bracket	1	$319.00
805773-86	Large Faceseal, Large Nosecup, Comm Bracket	1	$319.00

AV-3000 Facepiece with SureSeal and Kevlar Head Harness is NIOSH CBRN APR approved with 40 mm First Responder adapter and CBRN Cap-1 Canister, and with the C420 Plus CBRN PAPR as configured on page 72

AV-3000 Facepiece with SureSeal (Grey Nosecup) and Polyester Head Harness

Part Number	Description	Pieces Per Pkg	Price
805773-87	Small Faceseal, Small Nosecup	1	$220.00
805773-88	Medium Faceseal, Medium Nosecup	1	$220.00
805773-89	Large Faceseal, Large Nosecup	1	$220.00

AV-3000 Facepiece (Grey Nosecup) with Kevlar Head Harness

Part Number	Description	Pieces Per Pkg	Price
805773-71	Small Faceseal, Small Nosecup	1	$294.00
805773-72	Medium Faceseal, Medium Nosecup	1	$294.00
805773-73	Large Faceseal, Large Nosecup	1	$294.00

#13

2012 Air-Pak Configurator

	Code	Description	List Price
SCBA Model	2	Air-Pak 75 SCBA	$ 3,090
Harness	1	Standard	$ -
Pressure	4	4500	$ 240
Belt Type	0	Standard	$ -
Escape Rope / Anchorage Connector / Descender	2	None (No FFSR)	$ -
Regulator	04	EZ-Flo + w/ QC	$ 295
EBSS	2	Dual	$ 560
Airline Options	0	None	$
Console	2	PASS	$ 2,110
Case	0	None	$
Packaging	2	2 SCBA Per Box	$ (25)

List Price	$ 6,270

Ordering Part Number	AP2140204200202

Must order in even amounts!

Industrial SCBA Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	*FACEPIECES*			
1a	AV-3000 Facepiece	See Page 53		
1b	AV-2000 Facepiece	See Page 57		
2	*REGULATOR*			
2a	E-Z Flo	1	804441-04	$462.00
2b	E-Z Flo with Modulair Quick Connect	1	804441-05	$476.00
3	Quick Connect Low Pressure Hose Assembly	1	804678-01	$147.00
4	*BACKFRAME AND HARNESSES*			
4a	Kevlar with Metal Buckles	1	804621-02	$688.00
4b	Nylon with Plastic Buckles	1	804621-03	$573.00
5	*PRESSURE REDUCERS*			
5a	2216 psig, Single Port	1	804619-01	$899.00
5b	2216 psig, Dual Port	1	804619-02	$993.00
5e	4500 psig, Single Port	1	804642-01	$974.00
5f	4500 psig, Dual Port	1	804642-02	$1,068.00
6	*CYLINDER AND VALVE ASSEMBLIES*			
6a	Aluminum, 30-Minute, 2216 psig	1	804101-01	$580.00
6b	Carbon, 30-Minute, 2216 psig	1	804840-01	$1,082.00
6c	Carbon, 30-Minute, 4500 psig	1	804721-01	$971.00
6d	Carbon, 45-Minute, 4500 psig	1	804722-01	$1,320.00
6e	Carbon, 60-Minute, 4500 psig	1	804723-01	$1,480.00
7	*AIRLINE HOSE AND FITTINGS (Not shown)*			
7a	Airline Accessory Hose, Hansen Fitting	1	27537-01	$295.00
7b	Airline Accessory Hose, Schrader Fitting	1	27537-02	$295.00
7c	Airline Accessory Hose, Hansen HK Fitting	1	27537-03	$295.00
8	*SUPPLY HOSES*	See Page 36		
Not shown	Hard Carrying Case, Air-Pak Fifty / Swat-Pak / ISCBA / C100	1	804497-01	$298.00
Not shown	Soft Carrying Case, Air-Pak Fifty / Swat-Pak / ISCBA / C100	1	10009324	$141.00

MORNING PRIDE MANUFACTURING

2011 Price List

Spec ID : TXALTO00004
Fire Dept : Alton Fire Dept
Freight : Will be your responsibility
Dealer : Dooley Tackaberry, Inc.
Delivery :30 to 60 Days
Spec Date : 10/7/2011 2:52:15 PM
Expires : Next Price Increase
Quote # : 1036TXALTO

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same. Any additions or deviations from original quote must be on order and are subject to additional cost.

Item	Description	Price
200JOSICU	Wildland Jumpsuit - 9oz Indura Cotton Royal B	354.87
F-CCSTD-ICU	Std -3" Jumpsuit Collar -9oz Indura Cotton Ro	0
F-PKBLPSB-ICU	Std-Slant Top Semi-Bellows Pockets -ICU	0
F-PKHPS-ICU	Std Hip Pocket (1) - 9oz Indura Cotton Royal	0
F-PKMTS-ICU	Std Mic Tab - 9oz Indura Cotton Royal Blue	0
F-PKMTXS-ICU	Std X-Large Mic Tab- 9oz Indura Cotton Roya	0
F-PKRDS-ICU	Std Radio Pocket -9 oz Indura Cotton Royal B	0
F-TRJ2-T2L	2" Lime 2 Tone SL Trim For Wildland Jumpsui	30.88

Optional Items:

This quote, wich received special pricing in consideration for services you as dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be use to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for uour direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products

WILDLAND AUXILLARY PANTS AND OPTION

Wildland continued...

Model	Description	Price	GSA Code
	Wildland Standard Pants		
WPU200	9 oz Indura® Ultrasoft Twill	$ 139.01	633-38
WPC200	9 oz Indura® Cotton	$ 139.01	633-38
WP6N200	6 oz Nomex® IIIA	$ 225.76	633-38
	Wildland Delux Pants		
WPU500	9 oz Indura® Ultrasoft Twill	$ 188.74	633-38
WPC500	9 oz Indura® Cotton	$ 188.74	633-38
WP6N500	6 oz Nomex® IIIA	$ 277.30	633-38

Wildland Pants Options

Model	Description	9 oz FR Indura or Ultrasoft	6 oz Nomex	GSA Code
Add T	2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim at Cuffs	$ 22.21	$ 22.21	633-38
Add TRO	2" Red/Orange 3M™ Scotchlite™ Triple Trim in Place of Lime/Yellow Triple Trim at Cuffs	$ 22.21	$ 22.21	633-38
TREPZ	EZ Trim Style Package (in addition to base trim package)	$ 9.87	$ 9.87	633-38
CFPC-LR	Leather Cuffs	$ 9.87	$ 9.87	633-38
CFAN-LR	Angled Leather Cuffs	$ 15.44	$ 15.44	633-38
SACFT	Add Shell Material to back of pant velcro cuff closure	$ 5.11	$ 6.61	633-38
PKPT	Additional Rear Patch Pocket w/flap (for 500 style)	$ 12.22	$ 24.67	633-38
PKMLT*	Multi-tool Add-on Pocket on Semi-Bellows Pocket (Scissors Pkt w/ strap and and Snap Holder	$ 12.71	$ 14.91	633-38
KNRNJ-LR	Leather Knee Reinforcements	$ 19.75	$ 19.75	633-38
KNRNC**	Padded Reinforced Chap-like shins and knees (Voids NFPA)	$ 27.39	$ 29.91	633-38
KNRN*	Self Material Reinforced Knee (no padding)	$ 21.88	$ 22.75	633-38

*Add options to recreate the discontinued 900 style extrication jacket and pants

** Add options from * and ** to recreate the discontinued 800 style extrication jacket and pants

ONE PIECE AUXILLARY JUMPSUIT OFFERINGS

The Following Garment Does NOT Meet or Exceed an NFPA Standard

Model	Description	Price	GSA Code
	Incident Response Jumpsuit		
EZU5000T	9 oz Indura® Ultrasoft Twill with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 498.56	633-99
EZC5000T	9 oz Indura® Cotton with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 498.56	633-99
EZ6N5000T	6 oz Nomex® IIIA with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 681.75	633-99

The Following Garments Meet or Exceed NFPA 1977 Wildland, Current Edition

	Basic Wildland Jumpsuit		
WCU2000	9 oz Indura® Ultrasoft Twill	$ 354.87	633-38
WCC2000	9 oz Indura® Cotton	$ 354.87	633-38
WC6N2000	6 oz Nomex® IIIA	$ 484.91	633-38
	Emergency Medical Services Jumpsuit		
EJU3000T	9 oz Indura® Ultrasoft Twill with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 424.28	633-47
EJC3000T	9 oz Indura® Cotton with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 424.28	633-47
EJ6N3000T	6 oz Nomex® IIIA with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 561.42	633-47

#15

See pages 19-22 for Size Selection Guide.

ONE PIECE AUXILLARY JUMPSUIT OFFERINGS OPTIONS

Model	Description	9 oz FR Indura or Ultrasoft	6 oz Nomex	GSA Code
	Jumpsuit Options			
Add T	2" Lime/Yellow/Silver 3M Scotchlite Triple Trim (add to 2000 Wildland Jumpsuit)	$ 30.88	$ 30.88	633-47
Add TRO	2" Red/Orange 3M™ Scotchlite™ Triple Trim in Place of Lime/Yellow Triple Trim (add list price to 2000 jumpsuit) Suffix of TRO must be added to part number to receive the correct trim	$ 30.88	$ 30.88	633-47
TRCSLV	Extra band of trim on sleeve (In addition to base trim package)	$ 18.30	$ 18.30	633-47
TRVB2	Extra band of trim from shoulder to waist on back of jumpsuit (in addition to base trim package)	$ 9.19	$ 9.19	633-47
TRANSIJ	ANSI Trim Package *(Not ANSI Certified) (in addition to base trim package)*	$ 100.24	$ 100.24	633-47
CFJ-LR	Leather Cuffs	$ 19.75	$ 19.75	633-47
SACFTJ	Add Shell Material to back of sleeve/leg velcro cuff closures	$ 10.22	$ 13.23	633-47
CFAN-LR	Angled Leather Cuffs	$ 15.44	$ 15.44	633-47
6RADIOPKT	6" Radio Pocket in Place of Standard 9" Radio Pocket	N/C	N/C	633-47
PKRD	Additional Radio Pocket– specify size and location	$ 9.97	$ 15.97	633-47
PKMT*	Mic Tab – Default location above radio pocket – specify if other	$ 1.41	$ 1.84	633-47
PKMTX*	Xlarge Mic Tab – Default location on radio pocket – specify if other	$ 6.35	$ 7.01	633-47
PKPF*	Pencil/Flashlight pocket – default location on upper left sleeve – specify if other	$ 3.93	$ 4.56	633-47
PKST*	Crossover Stethoscope pocket w/Utility Loop – default location right chest – specify if other	$ 6.48	$ 8.76	633-47
PKSL90	SL-90 Flashlight Holder	$ 6.02	$ 7.02	633-47
PKSPDFR	Stablized Pass Device Clip – FR	$ 5.01	$ 5.01	633-47
PKPT	Additional Rear Patch Pocket w/flap (for 2000 style)	$ 12.84	$ 24.67	633-47
PKMLT*	Multi-tool Add-on Pocket on Semi-Bellows Pocket (Scissors Pkt w/ strap and snap holder)	$ 12.71	$ 14.91	633-47
ELRN*	Self material Reinforced Elbow (No padding)	$ 10.94	$ 11.38	633-47
ELRNC**	Padded Reinforced Elbows & Forearms Voids NFPA 1977	$ 20.55	$ 21.37	633-47
CLS**	Lined Sleeves Voids NFPA 1977	$ 44.41	$ 44.41	633-47
KNRNC**	Padded Reinforced Chap-like Shins and Knees Voids NFPA 1977	$ 27.39	$ 29.91	633-47
KNRN*	Self Material Reinforced Knee (no padding)	$ 21.88	$ 22.75	633-47
KNRNJ-LR	Leather Knee Reinforcements	$ 19.75	$ 19.75	633-47
LTBACK	Lettering Patch *(required for any lettering or emblem)*	$ 6.68	$ 12.40	633-47
LTBACKVO	Hook and Pile Lettering Patch in Place of Standard Sewn Patch (must add to price of sewn patch)	$ 3.00	$ 3.00	633-47
LT2S01	Lettering per Letter – 2" 3M™ Scotchlite™ – Lime/Yellow or Red/Orange – per letter	$ 2.60	$ 2.60	633-47
LT3S01	Lettering per Letter – 3" 3M™ Scotchlite™ – Lime/Yellow or Red/Orange – per letter	$ 2.60	$ 2.60	633-47
LTMC3	3" Reflective Maltese Cross (Default location: Radio Pocket Flap)	$ 9.87	$ 9.87	633-47
LTSOL3	3" Reflective Star of Life (Default location: Radio Pocket Flap)	$ 9.87	$ 9.87	633-47
LTMC6	6.5" Reflective Maltese Cross	$ 26.85	$ 26.85	633-47
LTSOL6	6.5" Reflective Star of Life	$ 26.85	$ 26.85	633-47
LTCUST	Attach Customer Supplied Name Patch	$ 7.41	$ 7.41	633-47
LTEMB	Embrodiery Name Patch on Front of Jumpsuit	$ 1.97	$ 1.97	633-47
LTIC-FLAG	American Flag IC Patch	$ 10.28	$ 10.28	633-47

***To recreate the discontinued 6000 Series Extrication Jumpsuit, add these options to the 3000 Series Jumpsuit**

**** To recreate the discontinued 4000 Series Extrication Jumpsuit, add * options and ** options to the 3000 Series Jumpsuit**

Sizes: Short, Regular and Tall: S (34), M (38), L (42), XL (46), 2XL (50), 3XL (54), 4XL (58), 5XL (62).

See pages 19-22 for Size Selection Guide.

The City of Alton
509 South Alton Blvd. Alton, Texas 78573-1196
Office (956) 432-0760. Fax (956) 432-0766

February 21, 2012

Ms. Candace J. Armenta.
UC Project Coordinator
Urban County Program
1916 Tessoro Bld
Pharr, Texas 78577

Dear Ms. Armenta:

Please process this request at your earliest convenience. Items enclosed are. The Price Proposal Form and the Quote from Dooley Tackaberry

Thanks you for all your support. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,

Steve Pena
Assistant City Manager

CC: Diana Serna, UC Director
Tony Barco, UC Program Manager
Jorge Arcaute, City Manager

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase Use additional forms as needed

Name of Cooperative BuyBoard Person Contacted: Susie Quattlebaum

Purchase #1 Vendor Name: Dooley Tackaberry Contract No.: 363-10 Phone: 713-427-3976

Quantity	Description of Items	Price per Unit	Total Amount
14	BULLARD NO A-1-BL HELMET, ADVENT. COLOR BLUE. WITH 2 POINT CHIN STRAP	$ 73.60	$1,030.40
1	ELKHART NO. 03733101-06-3FLNG MONITOR 299-11 3"FLNG INLET 2 5"MNHT(NST) OUT TILLER BRASS	$1,162.66	$1.162.66
1	ELKHART NO. 03981001 FOAM AERATION TUBE 247 HANDLINE ELK-O-LITE	$ 198.86	$ 198.86
10	ELKHART NO. 01507001 WRENCH S-454 HYDRANT ADJ. W/PIN & RLUG BRONZE	$ 62.83	$ 628.30
5	BW TECHNOLOGIES NO. QT-XWHM-R-Y-NA DETECTOR GAS ALERT QUATTRO LEL/O2/H2S/CO RECHARGABLE	$ 611.55	$3.057.75
3	ELKHART NO. 03476001 STREAM SHAPER 282A 2 5"FNHT X 2 5MNHT ELK-O-LIT	$ 142.13	$ 426.39
3	ELKHART NO. 04000023 NOZZLE 4000-02 1"FNST 45GPM 100PSI	$ 430.66	$1.291.98
4	AKRON PIKE POLES. TOOLS NO. 10-97208 FIRE SWATTER W/ 60" FIBERGLASS HANDLE UL-FB-60F	$ ~~39.63~~ 41.30	$ ~~158.12~~ 165.20
6	ELKHART NO. 71297000 WRENCH T-464 SPANNER UNIVERSAL ELK-O-LITE	$ 20.74	$ 124.44
3	AKRON NO. 10A WRENCH UNIVERSAL SPANNER (MFG PN 10)	$ ~~20.00~~ 29.52	$ ~~60.18~~ 88.56
2	AKRON - PIKE POLES. TOOLS NO. FB-42C FIRE BROOM W/42" HANDLE 12/CS	$ ~~24.19~~ 25.37	$ ~~48.38~~ 50.74
14	SCOTT SAFETY NO. 805773-72 FACEPIECE AV3000 KEVLAR HEAD HARNESS MEDIUM EPDM RUBBER	$ 214.60	$3,004.40
4	SCOTT SAFETY NO. AP2140204200202 SCBA AP75 4 5 NFPA 2007 W/O CYL W/O CASE W/O MASK W/PASS	$4,577.10	$18,308.40
8	SCOTT SAFETY NO. 804722-01 CYLINDER CARBON WITH VALVE 4500 PSIG 45 MINUTE	$ 963.60	$7,708.80
20	HONEYWELL FIRST RESPONDER NO. WCC2000-SPL JUMPSUIT WILDLAND 9.0 OZ INDURA PER CUSTOMER SPEC	$ 212.15	$4,243.00
1	SHIPPING & HANDLING/OUTBOUND FREIGHT	$ 75.00	$ 75.00
	TOTAL:		~~$41,527.06~~ 41,564.88

Recommendation: Recommend to move forward with this purchase for the City of Alton 2011 Fire Station Equipment activity. This purchase will satisfy the city's need for helmets, monitor for hoses/nozzle, aeration tube (adaption for nozzle), hydrant wrenches, gas detectors, stream shaper for a longer water stream, nozzles, fire swatters needed for grass fires, spanner wrenches to disconnect hoses from fire trucks, pike poles for roof penetration, head harnesses, air packs, cylinders, and jumpsuits

Requested by _____ Date 02/21/12 UCP Approval: _____ Date 2/21/12

DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

DATE: 02/23/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT
PAGE: 1 of 4
SLSM: 500

Bill to: 066280
ALTON FIRE DEPARTMENT
ATTN:CHIEF ELIAS SALDIVAR
205 WEST MAIN STREET.
ALTON, TX 78753

Ship to:
ALTON FIRE DEPARTMENT
ATT. CHIEF ELIAS SALDIVAR
207 WEST MAIN STREET
ALTON, TX 78753

Attention: CHIEF ELIAS SALDIVAR

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
1	14	BULLARD NO. A-1-BL HELMET, ADVENT, COLOR BLUE, WITH 2 POINT CHIN STRAP **FOR ABOVE HELMET, LIST PRICE IS $120.65; BUYBOARD PRICE IS $73.60.**				73.60	EA	$1,030.40
2	1	ELKHART NO. 03733101-06-3FLNG MONITOR 299-11 3"FLNG INLET 2.5"MNHT(NST) OUT TILLER BRASS **FOR ABOVE MONITOR, LIST PRICE IS $1906.00; BUYBOARD PRICE IS $1162.66.**	US	EAR99NLR	8424.90.9500	1,162.66	EA	$1,162.66
3	1	ELKHART NO. 03981001 FOAM AERATION TUBE 247 HANDLINE ELK-O-LITE				198.86	EA	$198.86

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
41,564.88	0.00	41,564.88

Terms: NET 30 DAYS CASH
Shipping Terms: FOB-DESTINATION
Prices Firm: 02/29/12
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment:

DOOLEY TACKABERRY

By _____
SUSIE QUATTLEBAUM

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 02/23/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT

ALTON FIRE DEPARTMENT

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
		FOR ABOVE FOAM TUBE, LIST PRICE IS $326.00; BUYBOARD PRICE IS $198.86.						
4	10	ELKHART NO. 01507001 WRENCH S-454 HYDRANT ADJ. W/PIN & RLUG BRONZE **FOR ABOVE HYDRANT WRENCH, LIST PRICE IS $103.00; BUYBOARD PRICE IS $62.83.**				62.83	EA	$628.30
5	5	BW TECHNOLOGIES NO. QT-XWHM-R-Y-NA DETECTOR GAS ALERT QUATTRO LEL/O2/H2S/CO RECHARGABLE **FOR ABOVE DETECTOR, LIST PRICE IS $755.00; BUYBOARD PRICE IS $611.55.**	US	EAR99	9027.10.0000	611.55	EA	$3,057.75
6	3	ELKHART NO. 03476001 STREAM SHAPER 282A 2.5"FNHT X 2.5MNHT ELK-O-LIT **FOR ABOVE NOZZLE, LIST PRICE IS $233.00; BUYBOARD PRICE IS $142.13.**				142.13	EA	$426.39
7	3	ELKHART NO. 04000023 NOZZLE 4000-02 1"FNST 45GPM 100PSI **** 45 GPM **** **FOR ABOVE NOZZLE, LIST PRICE IS $706.00; BUYBOARD PRICE IS $430.66.**				430.66	EA	$1,291.98
8	4	AKRON - PIKE POLES, TOOLS.... NO. 10-97208 FIRE SWATTER, WITH 60" FIBERGLASS HANDLE (UL-FB-60F) **FOR ABOVE FIRE SWATTER, LIST**				41.30	EA	$165.20

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

ALTON FIRE DEPARTMENT

DATE: 02/23/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
		PRICE IS $70.00; BUYBOARD PRICE IS $41.30.						
9	6	ELKHART NO. 71297000 WRENCH T-464 SPANNER UNIVERSAL ELK-O-LITE **FOR ABOVE SPANNER WRENCH, LIST PRICE IS $34.00;** **BUYBOARD PRICE IS $20.74.**	US	EAR99NLR	8204.11.0060	20.74	EA	$124.44
10	3	AKRON NO. 10A WRENCH UNIVERSAL SPANNER (MFG PN 10) **FOR ABOVE SPANNER WRENCH,** **LIST PRICE IS $36.00; BUYBOARD PRICE IS $29.52.**	US	EAR99	8204.11.0060	29.52	EA	$88.56
11	2	AKRON - PIKE POLES, TOOLS.... NO. FB-42C FIRE BROOM W/42" HANDLE 12/CS **FOR ABOVE FIRE BROOM, LIST** **PRICE IS $43.00; BUYBOARD PRICE IS $25.37.**				25.37	EA	$50.74
12	14	SCOTT SAFETY NO. 805773-72 FACEPIECE AV3000 KEVLAR HEAD HARNESS MEDIUM EPDM RUBBER **FOR ABOVE FACEPIECE, LIST PRICE IS $294.00; BUYBOARD PRICE IS $214.62.**	US	EAR99NLR	9020.00.8000	214.60	EA	$3,004.40
13	4	SCOTT SAFETY NO. AP2140204200202 SCBA AP75 4.5 NFPA 2007 W/O CYL W/O CASE W/O MASKW/PASS **AIR-PAK 75 SCBA STANDARD HARNESS** **4500 PRESSURE STANDARD BELT TYPE** **EZ-FLO+ REGULATOR W/ QC EBSS: DUAL** **AIRLINE OPTION: NONE CONSOLE: PASS ALERT** **CASE: NONE** **FOR ABOVE AIR-PAK, LIST PRICE** **IS $6270; BUYBOARD PRICE IS $4577.10**	US	1A004	9020.00.6000	4,577.10	EA	$18,308.40

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 02/23/12
OUR REFERENCE: 922911
YOUR REFERENCE: WILDLAND EQUIPMENT

ALTON FIRE DEPARTMENT

Quotation
Continued

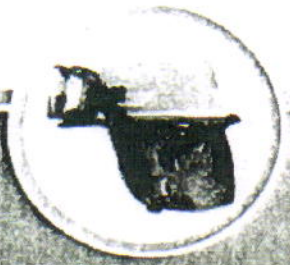
ITEM	QTY	PART NUMBER AND DESCRIPTION	COUNTRY	ECCN	SCHEDULE B	UNIT PRICE	U/M	EXTENSION
14	8	SCOTT SAFETY NO. 804722-01 CYLINDER CARBON WITH VALVE 4500 PSIG 45 MINUTE **FOR ABOVE CYLINDER, LIST PRICE IS $1320.00; BUYBOARD PRICE IS 963.60.**				963.60	EA	$7,708.80
15	20	HONEYWELL FIRST RESPONDER NO. WCC2000-SPL JUMPSUIT WILDLAND 9.0 OZ INDURA PER CUSTOMER SPEC **WILDLAND COVERALLS WILL INCLUDE: 3" COLLAR, SLANT TOP SEMI-BELLOWS POCKETS -ICR, HIP POCKET, MIC TAB, RADIO POCKET, 2" LIME TWO-TONE TRIM** **COLOR: ROYAL BLUE** **FOR ABOVE AMERICAN FIREWEAR F/HONEWELL COVERALLS, LIST PRICE IS $385.75; BUYBOARD PRICE IS $212.16.**				212.15	EA	$4,243.00
		OUTBOUND FREIGHT*						75.00
16	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER **BUYBOARD CONTRACT # 363-10**				0.00	EA	$0.00

#1

Fire and Rescue Helmets Price List
Prices Effective February 1, 2012

* **Note:** If you are not purchasing a leather front with your helmet, you must purchase a R400 leather front to accommodate an existing front.

Bullard Part Number	Bullard Item Description	Minimum Quantity	List Price
ESSARSLV-N	Nomex flame-retardant goggle sleeve	1	$26.12



NO ADDITIONAL CHARGE!

Colors: White, red, yellow, black, blue and lime-yellow

Options or Substitutes at No Additional Charge:

- R325 6" Faceshield
- Red-Orange Reflective Striping
- R721YLW Yellow Nomex Ear/Neck Protector
- R350 4" Faceshield

Pad Printing: Single or multi-color logos or insignias are available. Application charges are added to the base price of the helmet.

Shipping:

Bullard Model Number	Minimum Buy Quantity	Single Carton Weight (LBS)	Single Carton Dimensions (L x W x H in inches)	Case Quantity	Case Weight (LBS)	Case Dimensions (L x W x H in inches)
USRX	1	4	13 x 12 x 8	3	14	24 x 14 x 13

Advent EMS/SAR Helmets

Bullard Part Number	Bullard Item Description	Minimum Quantity	List Price
USRX	Urban search and rescue thermoplastic helmet with Quick-Attach goggle	1	$220.02
A1	Advent Type II helmet with 8-point ratchet suspension and 2-point chinstrap, vinyl brow pad	1	$120.65
A2	Advent Type II helmet with 8-point ratchet suspension and 3-point chinstrap, vinyl brow pad	1	$141.16



Colors: White, red, yellow, blue and orange

Pad Printing: Single or multi-color logos or insignias are available. Application charges are added to the base price of the helmet.

Shipping:

Bullard Model Number	Minimum Buy Quantity	Single Carton Weight (LBS)	Single Carton Dimensions (L x W x H in inches)	Case Quantity	Case Weight (LBS)	Case Dimensions (L x W x H in inches)
Advent	1	2	12 x 10 x 8	10	19	13 x 11 x 24

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
8500-01	5-30		3" NPT	Elk-O-Lite	08500511	8,276		F
8500-01	5-30		3" fing	Elk-O-Lite	08500501	8,276		F
8500-01	5-30		4" fing	Elk-O-Lite	08500521	8,276		F
Package #1	5-30	w/ST-191-A	3" fing	Elk-O-Lite	08500505	8,692		F
Package #2	5-30	w/SM-1250E	3" fing	Elk-O-Lite	08500502	10,524		F
Package #3	5-30	w/ST-191-A, SM-1250E	3" fing	Elk-O-Lite	08500503	10,920		F
Package #4	5-30	w/ST-191-A, SM-1250E, 8598 18" elec Extender	3" fing	Elk-O-Lite	08500504	14,043		F
8500-01 EXT	5-30	215 deg V travel	3" NPT	Elk-O-Lite	08500581	8,276		F
8500-01 EXT	5-30	215 deg V travel	3" fing	Elk-O-Lite	08500571	8,276		F
8500-01 EXT	5-30	215 deg V travel	4" fing	Elk-O-Lite	08500561	8,276		F

Accessory/Option	Vulcan R	Description	Part #	List Price	Code	PC
	Standard	Includes 282-A stream shaper, panel mount aerial transmitter and hand-held transmitter		NC		F
	Deduct	282-A, stream shaper	03476001	233	All	F
	Accessory	Additional panel mount aerial transmitter - Secondary	81327201	1,206	All	F
	Accessory	Additional hand-held transmitter	81282001	1,206	All	F
	Accessory	Auxiliary battery pack	81392001	584	All	F
	Accessory	OEM Aerial Transmitter - Primary	81353101	1,206	All	F
	Accessory	OEM Aerial Transmitter - Secondary	81353201	1,206	All	F
	Accessory	Switch Box (requires OEM Transmitter)	81549001	504	All	F
	Accessory	Aerial panel mount (aerial applications)	81327101	1,206	All	F
	Accessory	24V power module	81545001	1,095	All	F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
8500-02	5-34	Tiller	3" NPT	Elk-O-Lite	08500121	1,208		F
8500-02	5-34	Tiller	3" fing	Elk-O-Lite	08500021	1,208		F
8500-02	5-34	Tiller	4" fing	Elk-O-Lite	08500041	1,208		F
8500-03	5-34	handwheel	3" NPT	Elk-O-Lite	08500241	2,356		F
8500-03	5-34	handwheel	3" fing	Elk-O-Lite	08500221	2,356		F
8500-03	5-34	handwheel	4" fing	Elk-O-Lite	08500231	2,356		F
8500-03X	5-34	handwheel - fixed base	3" NPT	Elk-O-Lite	08500341	2,356		F
8500-03X	5-34	handwheel - fixed base	3" fing	Elk-O-Lite	08500321	2,356		F
8500-03X	5-34	handwheel - fixed base	4" fing	Elk-O-Lite	08500331	2,356		F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
8287	5-37	w/stream shaper & quad stack tips	(3)2.5"F	Elk-O-Lite	08287024	4,949		F
8287	5-37	w/stream shaper	(3)2.5"F	Elk-O-Lite	08287014	4,327		F
8287	5-37	monitor only - handwheel	(3)2.5"F	Elk-O-Lite	08287001	4,011		F

Accessory/Option	8287	Description	Part #	List Price	Code	PC
	Option	8290 top mount fixture for 8287	08290001	864	All	F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
299-11P	5-40	tiller	4" fing	Chrome	03733104	3,098		F
299-11	5-40	tiller	4"fing	Brass	03732001	1,906		F
299-11	5-40	tiller - w/gauge	4"fing	Brass	03733901	2,042		F

Accessory/Option	299-11	Description	Part #	List Price	Code	PC
	Option	Steering wheel control, brass 299-11	36660001	187	All	F
	Option	Steering wheel control, chrome 299-11	36660004	641	All	F
	Option	Other inlet options available, refer to catalog	specify			F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code	PC
8394-02	5-42	handwheel	4" fing	Brass	08394021	4,842		F
8394-121	5-42	tiller - "Big Stick"	4" fing	Brass	08394121	3,439		F

#3, #4, #1

Accessories - Hose & Nozzle

Model	Cat	Description	Material	Part #	List Price	Code	PC
PG	2-1	1.5F x 1.5M Pistol grip	Elk-O-Lite	01166001	217		F
PG	2-1	1.5F x 1.5M, fine thrd Pistol grip	Elk-O-Lite	80538001	217		F
PG-S	2-1	1F x 1M NH Pistol grip	Elk-O-Lite	03676004	217		F
227-A-1.5	2-1	1.5F X 1.5M Piezometer	Elk-O-Lite	00683201	375		F
227-A-2.5	2-1	2.5F X 2.5M Piezometer	Elk-O-Lite	00686001	450		F
227-A-3.5	2-1	3.5F X 3.5M Piezometer	Elk-O-Lite	00687001	973		F
228-A-1.5	2-1	1.5F X 1.5M High rise gauge	Elk-O-Lite	00689001	268		F
228-A-2.5	2-1	2.5F X 2.5M High rise gauge	Elk-O-Lite	00688001	293		F
D-327	2-1	2.5F x 1.5M Adapter	Chrome	15222004	195		F
D-327	2-1	2.5F x 1.5M Adapter	Brass	15222002	184		F
D-327-A	2-1	2.5F x 1.5M Adapter	Elk-O-Lite	15627001	188		F
D-327-A	2-1	2.5F x 1.5M NPSH	Elk-O-Lite	15627101	188		F
632	2-1	hose/ladder strap	Nylon	01560001	65		FI
285	2-1	Hose clamp, 1.5-3" hose	ZA-27	00724001	633		F
285-MB	2-1	Hose clamp mntg brckt	ZA-27	00725001	51		F
EB-500	2-1	Flowmeter portable kit		00520000	2,414		F

Accessories - Foam Expansion Tubes

Model	Cat	Material	Part #	List Price	Code	PC
244-S	2-2	Elk-O-Lite	00693101	326		F
246-S	2-2	Elk-O-Lite	03976201	293		F
247-S	2-2	Elk-O-Lite	03981201	293		F
244	2-2	Elk-O-Lite	00693001	326		F
246	2-2	Elk-O-Lite	03976001	326		F
247	2-2	Elk-O-Lite	03981001	326		F

#3

Accessories - Elkhart Brass Special Tools

Model	Cat	Description	Part #	List Price	Code	PC
1" waterway	2-4	Seat wrench 1" waterway	71251000	189		F
1-3/8" waterway	2-4	Seat wrench 1-3/8" waterway	71252000	208		F
Valves/appliances	2-4	Open face spanner wrench	71258000	78		F
Nozzles	2-4	Open face spanner wrench	71303001	211		F
Nozzles	2-4	Stem web wrench	80269001	108		F
Nozzles	2-4	Stem head wrench	80291001	61		F
Nozzles	2-4	Stem web wrench	80313001	92		F
Ball valved wyes	2-4	Seat wrench	80642001	49		F
Piston intake valves	2-4	Seat wrench 4.5" 9786/9787 - March 2001 and newer	01501001	136		F
Piston intake valves	2-4	Seat wrench 5"/6" 9786/9787 - March 2001 and newer	01502001	146		F
Tool kit	2-2	603 (Includes: 71251, 71252, 71258, 80291, 80313, 80642)	03629001	668		F
Bumper retro-fit tool	1-3	604 bumper retro-fit tool	00701001	124		F

Accessories - Wrenches

Model	Cat	Description	Material	Part #	List Price	Code	PC
F-464-A	2-2	Folding spanner	Elk-O-Lite	01515001	44		F
F-464-B	2-2	Folding spanner	Cast Brass	01515101	54		F
T-464	2-2	Universal spanner	Elk-O-Lite	71297000	34		FI
454	2-2	Hydrant, adjustable, with pin lug	Bronze, CP hdle	01500001	86		FI
S-454	2-2	Hydrant, adjustable, with pin and rocker lug	Bronze, CP hdle	01507001	103		FI
S-454-S	2-3	Hydrant, adjustable, with storz and rocker lug	Bronze, CP hdle	01508001	135		FI
469	2-3	469 holder only	Elk-O-Lite	00588001	88		F
469 Kit	2-3	469 kit with wrenches	Elk-O-Lite	00588000	146		F
470	2-3	470 holder only	Elk-O-Lite	01519001	88		F
470 Kit	2-3	470 kit with wrenches	Elk-O-Lite	01519000	227		F

#1

#4

#5

GasAlertQuattro 4-Gas Detector	Alkaline Version*		Rechargeable Version*	
%LEL, O_2, H_2S, CO	QT-XWHM-A-Y-NA	$695.00	QT-XWHM-R-Y-NA	$755.00

GasAlertQuattro 3-Gas Detector	Alkaline Version*		Rechargeable Version*	
%LEL, O_2, H_2S	QT-XWH0-A-Y-NA	$645.00	QT-XWH0-R-Y-NA	$705.00
%LEL, O_2, CO	QT-XW0M-A-Y-NA	$645.00	QT-XW0M-R-Y-NA	$705.00
O_2, H_2S, CO	QT-X0HM-A-Y-NA	$645.00	QT-X0HM-R-Y-NA	$705.00
%LEL, H_2S, CO	QT-0WHM-A-Y-NA	$645.00	QT-0WHM-R-Y-NA	$705.00

GasAlertQuattro 2-Gas Detector	Alkaline Version*		Rechargeable Version*	
%LEL, O_2	QT-XW00-A-Y-NA	$595.00	QT-XW00-R-Y-NA	$655.00
H_2S, CO	QT-00HM-A-Y-NA	$595.00	QT-00HM-R-Y-NA	$655.00
O_2, H_2S	QT-X0H0-A-Y-NA	$595.00	QT-X0H0-R-Y-NA	$655.00
O_2, CO	QT-X00M-A-Y-NA	$595.00	QT-X00M-R-Y-NA	$655.00
%LEL, H_2S	QT-0WH0-A-Y-NA	$595.00	QT-0WH0-R-Y-NA	$655.00
%LEL, CO	QT-0W0M-A-Y-NA	$595.00	QT-0W0M-R-Y-NA	$655.00

GasAlertQuattro 1-Gas Detector	Alkaline Version*		Rechargeable Version*	
O_2	QT-X000-A-Y-NA	$545.00	QT-X000-R-Y-NA	$605.00
%LEL	QT-0W00-A-Y-NA	$545.00	QT-0W00-R-Y-NA	$605.00
H_2S	QT-00H0-A-Y-NA	$545.00	QT-00H0-R-Y-NA	$605.00
CO	QT-000M-A-Y-NA	$545.00	QT-000M-R-Y-NA	$605.00

Black housing available with all GasAlertQuattro configurations. To order a unit with black housing replace "-Y-" with "-B-".

GasAlertQuattro Region Codes

For orders outside North America, change order number suffix "-NA" to:

"-EU"	Europe	"-CN"	China/New Zealand
"-UK"	United Kingdom	"-OR"	Other region with 3-pin UK plug
"-AU"	Australia	"-OE"	Other region with 2-pin UK plug

Gas Legend

%LEL	Combustible
O_2	Oxygen
H_2S	Hydrogen sulfide
CO	Carbon monoxide

Model	Cat	Inlet	Description	Material	Part #	List Price	Code		PC
8297-10	5-20	NA	upper unit	Elk-O-Lite	81270002	2,829			F
8297-25	5-20	(2) 2.5"F	upper and base	Elk-O-Lite	08297252	4,368			F
8297-35	5-20	3.5"F	upper and base	Elk-O-Lite	08297352	4,552			F
8297-40	5-20	4"F	upper and base	Elk-O-Lite	08297402	4,552			F
8297-41	5-20	4"STZ	upper and base	Elk-O-Lite	08297412	4,552			F
8297-45	5-20	4.5"F	upper and base	Elk-O-Lite	08297452	4,552			F
8297-51	5-20	5"STZ	upper and base	Elk-O-Lite	08297512	4,552			F
8297-98F	5-20	3"flng	upper w/8298F top mnt adapter 3" flange	Elk-O-Lite	08297982	3,200			F
8297-98P	5-20	3"NPT	upper w/8298P top mnt adapter 3" NPT	Elk-O-Lite	08297971	3,200			F
8297-99	5-20	(2) 2.5"F	upper w/8299 dual inlet top mnt fixture	Elk-O-Lite	08297992	3,564			F
Accessory/Option	Stinger 2.0		Description		Part #	List Price	Code		PC
	Standard		Includes stream shaper and quad stack tips			NC	All		F
	Deduct		282-A, stream shaper		03476001	233	All		F
	Deduct		ST-194, quad stacked tips		00626001	626	All		F
	Accessory		SM-1250, automatic nozzle		03779201	1,490	All		F
	Accessory		Base only (2)2.5"F inlets		80791101	1,544	All		F
	Accessory		Base only 3.5"F inlet		80930101	1,727	All		F
	Accessory		Base only 4"F inlet		80929101	1,727	All		F
	Accessory		Base only 4.5"F inlet		80931101	1,727	All		F
	Accessory		Base only 4"STZ inlet		80928101	1,727	All		F
	Accessory		Base only 5"STZ inlet		80927101	1,727	All		F
	Accessory		8298F top mount adapter 3" flange		08298000	372	All		F
	Accessory		8298P top mount adapter 3" NPT		08298100	372	All		F
	Accessory		8299 dual 2.5"F inlet top mount fixture		08299000	736	All		F
	Accessory		3" 150# ANSI companion flange		81315001	146	All		F
	Accessory		8297-MB portable base mounting bracket		08297811	347	All		F
	Accessory		8298EX, The Pipe, monitor extension		08298400	403	All		F
	Accessory		Warning indicator for 8298EX		81258001	106	All		F
	Accessory		8298EX-MB mounting bracket for The Pipe		08298501	106	All		F
	Accessory		8297 protective cover for base		81497001	46	All		F

Please contact Customer Service to obtain part numbers for units built prior to November 2002 1-800-346-0250

Model	Cat	Inlet	Material	Part #	List Price	Code		PC
8397	5-20	3" flng	Elk-O-Lite	08397612	2,395			F
8397	5-20	(2) 2.5"F	Elk-O-Lite	08397012	4,024			F
8397	5-20	3.5"F	Elk-O-Lite	08397312	4,208			F
8397	5-20	4"F	Elk-O-Lite	08397412	4,208			F
8397	5-20	4.5"F	Elk-O-Lite	08397512	4,208			F
8397	5-20	4"STZ	Elk-O-Lite	08397212	4,208			F
8397	5-20	5"STZ	Elk-O-Lite	08397112	4,208			F
Accessory/Option	Stinger 2.0	Description		Part #	List Price	Code		PC
	Standard	Includes stream shaper and quad stack tips			NC	All		F

Model	Cat	Description	Inlet	Material	Part #	List Price	Code		PC
8393	5-23		3" flng	Brass	08393021	1,699			F
8393	5-23		4" flng	Brass	08393121	1,699			F
8393-A	5-23		specify	Elk-O-Lite	08393201	1,617			F
8393-P	5-23	pressure gauge	4" flng	Brass	08393821	1,758			F
8393-IV	5-23	w/3" valve	4"flng	Brass	08393930	2,437			F
Accessory/Option	Stinger	Description			Part #	List Price	Code		PC
	Option	Other inlet options available, refer to catalog			specify	NC			F

Handline Nozzles

Handline Nozzles — Flex Attack

Model	Cat	Base	GPM	PSI	Grip	Part #	List Price	Code		PC
TFLX-20	nic	1.5" F rigid	184	50		00338200	674			F
FLX-20G	1-7	1.5" F	184	50	yes	00338100	1 029			F
FLX-20G	1-7	1.5" F npsh	184	50	yes	00338101	1,029			F
FLX-20G	1-7	1.5" F special	184	50	yes	00338110	1,029	40		F

Accessory/Option	Flex Attack	Description	Part #	List Price	Code		PC
		Specify and confirm custom threads		NC	40		F

Handline Nozzles — Chief

Model	Cat	Base	GPM	PSI	Grip	Part #	List Price	Code		PC
4000-01	1-4	1.0" F	15	100		04000012	706			F
4000-01	1-4	1.0" F	30	100		04000011	706			F
4000-01	1-4	1.0" F	45	100		04000013	706			F
4000-01	1-4	1.0" F	60	100		04000014	706			F
4000-02	1-4	1.0" F	15	100		04000022	706			F
4000-02	1-4	1.0" F	30	100		04000021	706			F
4000-02	1-4	1.0" F	45	100		04000023	706			F
4000-02	1-4	1.0" F	60	100		04000024	706			F
4000-03	1-4	1.0" F	15	100	yes	04000032	766			F
4000-03	1-4	1.0" F	30	100	yes	04000031	766			F
4000-03	1-4	1.0" F	45	100	yes	04000033	766			F
4000-03	1-4	1.0" F	60	100	yes	04000034	766			F
4000-04	1-4	1.0" F	15	100		04000042	542			F
4000-04	1-4	1.0" F	30	100		04000041	542			F
4000-04	1-4	1.0" F	45	100		04000043	542			F
4000-04	1-4	1.0" F	60	100		04000044	542			F
4000-10	1-4	1.5" F	60	100		04000102	717	1		F
4000-10	1-4	1.5" F	75	100		04000100	717	1		F
4000-10	1-4	1.5" F	95	100		04000101	717	1		F
4000-10	1-4	1.5" F	125	75		04000105	717	1		F
4000-10	1-4	1.5" F	125	100		04000103	717	1		F
4000-10	1-4	1.5" F	150	100		04000104	717	1		F
4000-11	1-4	1.5" F	60	100		04000112	717	1		F
4000-11	1-4	1.5" F	75	100		04000110	717	1		F
4000-11	1-4	1.5" F	125	75		04000115	717	1		F
4000-11	1-4	1.5" F	125	100		04000113	717	1		F
4000-11	1-4	1.5" F	150	100		04000114	717	1		F
4000-12	1-4	1.5" F	60	100		04000122	717	1		F
4000-12	1-4	1.5" F	75	100		04000120	717	1		F
4000-12	1-4	1.5" F	95	100		04000121	717	1		F
4000-12	1-4	1.5" F	125	75		04000125	717	1		F
4000-12	1-4	1.5" F	125	100		04000123	717	1		F
4000-12	1-4	1.5" F	150	100		04000124	717	1		F
4000-13	1-4	1.5" F	60	100	yes	04000132	813	1		F
4000-13	1-4	1.5" F	75	100	yes	04000130	813	1		F
4000-13	1-4	1.5" F	95	100	yes	04000131	813	1		F
4000-13	1-4	1.5" F	125	75	yes	04000135	813	1		F
4000-13	1-4	1.5" F	125	100	yes	04000133	813	1		F
4000-13	1-4	1.5" F	150	100	yes	04000134	813	1		F

Accessory/Option	Chief	Description	Part #	List Price	Code		PC
	Option	Available with molded urethane teeth	specify	NC	1		F
	Option	Shut-off with built-in smooth bore. Specify discharge size: 7/8, 15/16, 1, 1-1/8, 1-1/4	specify	NC	2		F
	Option	Glow bumper	specify	84	All		F
	Note	Other configurations may be available			All		F

Style	Description	US$ List Price
4	***¼" Drain-It Drain Valve***	186.00
7	***¼" Drain Valve***	128.00
10	***Universal Spanner Wrench***	36.00
13	***Folding Pocket Spanner***	45.00
14	***Folding Pocket Spanner***	45.00
15	***Hydrant and Spanner Wrench***	86.00
	Replacement Insert (P/N 104718)	★20.55
17	***Adjustable Hydrant Wrench***	70.00
19	***Universal Suction Spanner Wrench***	132.00
25	***Hole Type Spanner Wrench***	
	Specify ¾"-1" or 2 ½"	36.00
31	***Pressure Gauge***	253.00
32	***Pressure Gauge***	253.00
35	***Line Gauge***	
	2 ½" (65 mm)	304.00
	3" (75 mm)	568.00
36	***Pressure Gauge***	197.00
39	***Horizontal Tool Bracket ¾" - 1"***	64.00
40	***Horizontal Tool Bracket 1½" - 2½"***	64.00
41	***Vertical Tool Bracket ¾" - 1"***	64.00
42	***Vertical Tool Bracket 1½" - 2½"***	64.00
44	***Pressure - Vacuum Panel Adapter***	93.00
46	***Fitzall Combination Spanner***	41.00
50	***Trooper Bar***	143.00
57	***Quarter Turn Drain Valve***	101.00
59	***Intake Pressure Relief Valve***	530.00
70	***Leaf Thread Gauge***	99.00
75	***Expansion Units***	
	1" (25 mm) with Drawbar	879.00
	1 ½" (38 mm) with Drawbar	867.00
	1 ½" x 1 ¾" (38 x 44 mm) with Drawbar	889.00
	2" (51 mm) with Drawbar	949.00
	2 ½" (65 mm) with Drawbar	982.00
	3" x 2 ½" (75 x 65 mm) with Drawbar	1,078.00
	2 ½" - 3" (65 x 75 mm) Drawbar Only (P/N 7-08-044)	★257.11
	4" (102 mm) less Drawbar	1,121.00
	4 ½" (114 mm) less Drawbar	1,251.00
	5" (127 mm) less Drawbar	1,267.00
	6" (153 mm) less Drawbar	1,501.00
	3 ½" - 6" (89 - 153 mm) Drawbar Only (P/N 7-08-059)	★319.21
78	***Hose and Ladder Strap***	86.00
90	***Die***	
	1 ½" (38 mm)	705.00
	2 ½" (65 mm)	863.00
91	***Tap***	
	1 ½" (38 mm)	705.00
	2 ½" (65 mm)	863.00
101	***3½" Top-Mount Remote Control***	186.00
102	***5" Top-Mount Remote Control***	186.00

260 ***Plain Wye***	Cast	Chrome
1 ½" F x (2) 1" M (38 x 25 mm)	346.00	377.00
1 ½" F x (2) 1 ½" M (38 x 38 mm)	372.00	396.00
2 ½" F X (2) 1 ½" M (65 x 38 mm)	377.00	416.00
2 ½" F X (2) 2 ½" M (65 x 65 mm)	478.00	563.00
3" F x (2) 2 ½" M (75 x 65 mm)	755.00	
3 ½" F x (2) 2 ½" M (89 x 65 mm)	810.00	
4" F x (2) 2 ½" M (102 x 65 mm)	815.00	901.00
4 ½" F x (2) 2 ½" M (114 x 65 mm)	910.00	1,002.00
5" F x (2) 2 ½" M (127 x 65 mm)	988.00	1,075.00
6" F X (2) 2 ½" M (153 x 65 mm)	1,150.00	1,241.00

261 ***Plain Siamese***	Cast	Chrome
2 ½" M x (2) 2 ½" F (65 x 65 mm)	592.00	622.00
3" M x (2) 2 ½" F (75 x 65 mm)	747.00	814.00

262 ***Clapper Valve Siamese***	Cast	Chrome
2 ½" M x (2) 2 ½" F (65 x 65 mm)	916.00	1,010.00
3" M x (2) 2 ½" F (75 x 65 mm)	1,019.00	1,113.00

266 ***Clapper Valve Siamese***	Cast	Chrome
3" F x (2) 2 ½" F (75 x 65 mm)	1,091.00	
4" F x (2) 2 ½" F (102 x 65 mm)	1,384.00	1,462.00
4 ½" F x (2) 2 ½" F (114 x 65 mm)	1,483.00	1,552.00
5" F x (2) 2 ½" F (127 x 65 mm)	1,539.00	1,697.00
6" F x (2) 2 ½" F (153 x 65 mm)	1,686.00	1,863.00

285 ***Gate Valve***	Cast	Chrome
2 ½" (65 x 65 mm)	633.00	706.00

326 ***British Instantaneous Adapter***	Cast	Pyrolite®
1 ½" M x 2 ½" BIM (38 x 38 mm)	119.00	150.00
2 ½" M x 2 ½" BIM (65 x 65 mm)	119.00	150.00

330 ***Short Internal Lug Adapter***	Cast	Chrome
1 ½" NPT F x 1 ½" M (38 x 38 mm)	50.00	67.00
2 ½" NPT F x 2 ½" M (65 x 65 mm) Optional with strainer	71.00	80.00
3" NPT F x 2 ½" M (75 x 65 mm)	212.00	209.00
3" NPT F x 3" M (75 x 75 mm)		158.00

331 ***Long Internal Lug Adapter***	Cast	Chrome
2 ½" NPT F x 2 ½" M (65 x 65 mm)	112.00	124.00

335 ***Double Female Adapter***	Pyrolite®	Cast	Chrome
1 ½" (38 mm)	190.00	171.00	218.00
2" (51 mm)		192.00	
2 ½" (65 mm)	223.00	199.00	239.00
3" x 2 ½" (75 x 65 mm)			571.00
3" (75 mm)		350.00	401.00

336 ***Double Male Adapter***	Pyrolite	Cast	Chrome
1 ½" (38 mm)	128.00	107.00	118.00
2" x 1 ½" (51 x 38 mm)		159.00	203.00
2 ½" x 1 ½" (65 x 38 mm)		134.00	198.00

Prices are for U.S. domestic resale and do not include International Tariffs, Taxes and Shipping

◇ : denotes a $68.00 per inlet upcharge if fitted with British Instantaneous (BIM or BIF), Japanese Instantaneous (JIM or JIF), or Storz connections

Style	Description	US$ List Price
Ultra-Tough Pike Pole		
UT-3	3' (.9 m) Pike Pole with Standard Hook	52.00
UT-4	4' (1.2 m) Pike Pole with Standard Hook	58.00
UT-6	6' (1.8 m) Pike Pole with Standard Hook	84.00
UT-8	8' (2.4 m) Pike Pole with Standard Hook	91.00
UT-10	10' (3.0 m) Pike Pole with Standard Hook	103.00
UT-12	12' (3.7 m) Pike Pole with Standard Hook	116.00
UT-14	14' (4.3 m) Pike Pole with Standard Hook	135.00
UT-16	16' (4.9 m) Pike Pole with Standard Hook	143.00
	See pg. 31 for additional options	
Ultra-Lite Pike Pole		
UL-3	3' (.9 m) Pike Pole with Standard Hook	50.00
UL-4	4' (1.2 m) Pike Pole with Standard Hook	56.00
UL-6	6' (1.8 m) Pike Pole with Standard Hook	82.00
UL-8	8' (2.4 m) Pike Pole with Standard Hook	89.00
UL-10	10' (3.0 m) Pike Pole with Standard Hook	101.00
UL-12	12' (3.7 m) Pike Pole with Standard Hook	114.00
UL-14	14' (4.3 m) Pike Pole with Standard Hook	133.00
UL-16	16' (4.9 m) Pike Pole with Standard Hook	143.00
	See pg. 31 for additional options	
Double Gripper Ultra-Lite Pike Pole		
UL-DG-10	10' (3.0 m) Gripper Pike Pole with Standard Hook	122.00
UL-DG-12	12' (3.7 m) Gripper Pike Pole with Standard Hook	134.00
UL-DG-14	14' (4.3 m) Gripper Pike Pole with Standard Hook	144.00
UL-DG-16	16' (4.9 m) Gripper Pike Pole with Standard Hook	160.00
UL-DG-20	20' (6.1 m) Gripper Pike Pole with Standard Hook	198.00
	See pg. 31 for additional options	
I-Beam Pike Poles		
IB-3	3' (.9 m) with Standard Hook	80.00
IB-4	4' (1.2 m) with Standard Hook	89.00
IB-6	6' (1.8 m) with Standard Hook	103.00
IB-8	8' (2.4 m) with Standard Hook	114.00
IB-10	10' (3.0 m) with Standard Hook	130.00
IB-12	12' (3.7 m) with Standard Hook	147.00
IB-14	14' (4.3 m) with Standard Hook	154.00
IB-16	16' (4.9 m) with Standard Hook	170.00
	See pg. 31 for additional options	
Gripper Pike Poles		
PP-3	3' (.9 m) with Standard Hook and Grip	60.00
PP-4	4' (1.2 m) with Standard Hook and Grip	68.00
PP-6	6' (1.8 m) with Standard Hook and Grip	87.00
PP-8	8' (2.4 m) with Standard Hook and Grip	101.00
PP-10	10' (3.0 m) with Standard Hook and Grip	115.00
PP-12	12' (3.7 m) with Standard Hook and Grip	130.00
PP-14	14' (4.3 m) with Standard Hook and Grip	140.00
PP-16	16' (4.9 m) with Standard Hook and Grip	154.00
	See pg. 31 for additional options	
Double Gripper Oval Rod		
DG-10	10' (3.0 m) with Standard Hook	136.00
DG-12	12' (3.7 m) with Standard Hook	150.00
DG-14	14' (4.3 m) with Standard Hook	171.00
DG-16	16' (4.9 m) with Standard Hook	187.00
DG-18	18' (5.5 m) with Standard Hook	229.00
DG-20	20' (6.1 m) with Standard Hook	273.00
	See pg. 31 for additional options	
Wood Pike Poles		
WR-3	3' (.9 m) with Standard Hook	56.00
WR-4	4' (1.2 m) with Standard Hook	68.00
WR-6	6' (1.8 m) with Standard Hook	99.00
WR-8	8' (2.4 m) with Standard Hook	113.00
WR-10	10' (3.0 m) with Standard Hook	147.00
WR-12	12' (3.7 m) with Standard Hook	198.00
WR-14	14' (4.3 m) with Standard Hook	261.00
WR-16	16' (4.9 m) with Standard Hook	289.00
	See pg. 31 for additional options	

Style	Description	US$ List Price
Adapt-a-Pole		
AP-SK	Adapt-a-Pole Salvage Kit	593.00
AP-VK	Adapt-a-Pole Roof Kit	366.00
Adapt-a-Pole Additional Options:		
	690-SB - Salvage Kit Bag	161.00
	691-VB - Vent Kit Bag	161.00
	AP-3-USA - 3' (.9 m) USA Hook	99.00
	AP-3-RH - 3' (.9 m) Rubbish Hook	128.00
	AP-3-DWH - 3' (.9 m) Dry Wall Hook	122.00
	AP-3-BG - 3' (.9 m) Bumper Grip	63.00
	AP-3-DH - 3' (.9 m) D-Handle	76.00
	AP-3-EXT - 3' (.9 m) Extension	76.00
	AP-3-RK - 3' (.9 m) Ram Knob	76.00
	AP-D - 6" (153 mm) D-Handle	63.00
	AP-AS - Scoop Shovel	90.00
	AP-BH - Broom Head	139.00
	AP-4-EXT - 4' (1.2 m) Extension	73.00
	AP-4-BG - 4' (1.2 m) Handle Section	61.00
	AP-4-DH	82.00
	AP-SH - Shovel Head	74.00
	AP-SQ - Squeegee Head	107.00
**Specialty hooks & ends add to the overall length of the pike pole*		
Pike Pole Mounting Brackets		
PPBK	Tool Brackets ¾ - 1 ⅛" (19 - 29 mm)	16.00
PPBK-LG	Tool Brackets 1 ⅜ - 1 ¾" (35 - 44 mm)	17.00
HM-58	Horizontal Tool Bracket 1 ⅛" (29 mm)	59.00
HM-59	Horizontal Tool Bracket 1 ½" (38 mm)	46.00
VM-58	Vertical Tool Bracket 1 ⅛" (29 mm)	63.00
VM-59	Vertical Tool Bracket 1 ½" (38 mm)	52.00
PPR-60	Pike Pole Rings	41.00
148-BT	Optional 8" (203 mm) Band of Grip Tape	8.00
Wildland Fire Tools		
FSS-FR	Forestry Service Fire Rake	64.00
FSS-CT	Forestry Service Combination Tool	143.00
FSS-PL	Forestry Service Pulaski Axe	152.00
FSS-MT	Forestry Service McLeod Tool	115.00
FSS-RS	Forestry Service Round Shovel	109.00
FB-42	Fire Fighting Broom	43.00
FR-12	Fire Rake with 60" (1.5 m) Wooden Handle and Head	43.00
FR-60F	Fire Rake with 60" (1.5 m) Fiberglass Handle	81.00
UL-FR-60F	Fire Rake with 60" (1.5 m) Ultra-Lite Fiberglass Handle	54.00
FB-15	Fire Beater with 60" (1.5 m) Wooden Handle	58.00
FB-60F	Fire Beater with 60" (1.5 m) Fibergiass Handle	87.00
UL-FB-60F	Fire Beater with 60" (1.5 m) Ultra-Lite Fiberglass Handle	70.00
UL-MT-48	McLeod tool with 48" (1.2 m) Ultra-Lite Fiberglass Handle	91.00
WR-MT-48	McLeod tool with 48" (1.2 m) Wood Handle	91.00
WPL-4	3.75# Pulaski Axe with 36" (.9 m) Hickory Handle	80.00
Miscellaneous Tools		
UL-SQ-60F	18" (.5 m) Floor Squeegee with 60" (1.5 m) Ultra-Lite Fiberglass Handle	127.00
UL-SQ-60F24	24" (.6 m) Floor Squeegee with 60" (1.5 m) Ultra-Lite Fiberglass Handle	133.00
UL-DG-SQ	18" (.5 m) Floor Squeegee with 60" (1.5 m) Double Ultra-Lite Fiberglass Handle	172.00
UL-DG-SQ24	24" (.6 m) Floor Squeegee with 60" (1.5 m) Double Ultra-Lite Fiberglass Handle	178.00
RS-48F	Round Shovel with 48" (1.2 m) Ultra-Lite Fiberglass Handle	67.00
SS-48F	Square Shovel with 48" (1.2 m) Ultra-Lite Fiberglass Handle	66.00
AS-27D	Scoop Shovel with 27" (.7 m) Ultra-Lite Fiberglass Rod and D-Handle	85.00
DB-48	48" (1.2 m) Demolition Bar	136.00
Super Spanners		
SS-525	Spanner Wrenches 4-5" (102-127 mm) Storz and 1-3" (2.5-75 mm) Rocker Lugs	26.00
SS-523	Spanner Wrenches 4-5" (102-127 mm) Storz with Handle	36.00
SS-MP	Mounting Plate with four (4) SS-525 Super Spanner Wrenches	128.00
SS-523-MP	Mounting Plate with 4 SS-523	140.00
SS-MPX	Mounting Plate Only	46.00

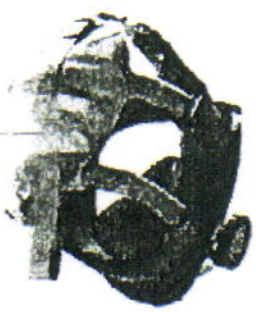
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Prices are for U.S. domestic resale and do not include International Tariffs, Taxes and Shipping

◈ : denotes a $68.00 per inlet upcharge if fitted with British Instantaneous (BIM or BIF), Japanese Instantaneous (JIM or JIF), or Storz connections

AV-3000





FastTrax

TOP-DOWN CONVERTIBILITY™ The AV-3000 facepiece is fully interchangeable with Scott's full-line of SCBA, air-supplied respirators and air purifying respirators, as well as Scott's communications products providing "Top-Down Convertibility" options. It is designed to minimize equipment inventories, simplify the complexities of user training when issued as a single personal issue facepiece and reduce redundant facepiece fit tests.

AV-3000 Facepiece With SureSeal (Grey Nosecup) and Kevlar Head Harness

Part Number	Description	Pieces Per Pkg	Price
805773-81	Small Faceseal, Small Nosecup	1	$294.00
805773-82	Medium Faceseal, Medium Nosecup	1	$294.00
805773-83	Large Faceseal, Large Nosecup	1	$294.00
805773-84	Small Faceseal, Small Nosecup, Comm Bracket	1	$319.00
805773-85	Medium Faceseal, Medium Nosecup, Comm Bracket	1	$319.00
805773-86	Large Faceseal, Large Nosecup, Comm Bracket	1	$319.00

AV-3000 Facepiece with SureSeal and Kevlar Head Harness is NIOSH CBRN APR approved with 40 mm First Responder adapter and CBRN Cap-1 Canister, and with the C420 Plus CBRN PAPR as configured on page 72

AV-3000 Facepiece with SureSeal (Grey Nosecup) and Polyester Head Harness

Part Number	Description	Pieces Per Pkg	Price
805773-87	Small Faceseal, Small Nosecup	1	$220.00
805773-88	Medium Faceseal, Medium Nosecup	1	$220.00
805773-89	Large Faceseal, Large Nosecup	1	$220.00

AV-3000 Facepiece (Grey Nosecup) with Kevlar Head Harness

Part Number	Description	Pieces Per Pkg	Price
805773-71	Small Faceseal, Small Nosecup	1	$294.00
805773-72	Medium Faceseal, Medium Nosecup	1	$294.00
805773-73	Large Faceseal, Large Nosecup	1	$294.00

#13

2012 Air-Pak Configurator

	Code	Description	List Price
SCBA Model	2	Air-Pak 75 SCBA	$ 3,090
Harness	1	Standard	$ -
Pressure	4	4500	$ 240
Belt Type	0	Standard	$ -
Escape Rope / Anchorage Connector / Descender	2	None (No FFSR)	$ -
Regulator	04	EZ-Flo + w/ QC	$ 295
EBSS	2	Dual	$ 560
Airline Options	0	None	$
Console	2	PASS	$ 2,110
Case	0	None	$
Packaging	2	2 SCBA Per Box	$ (25)

List Price	$ 6,270

Ordering Part Number	AP2140204200202

Must order in even amounts!

Industrial SCBA Parts & Accessories

Item Number	Description	Pieces Per Pkg	Part Number	Price
1	*FACEPIECES*			
1a	AV-3000 Facepiece	See Page 53		
1b	AV-2000 Facepiece	See Page 57		
2	*REGULATOR*			
2a	E-Z Flo	1	804441-04	$462.00
2b	E-Z Flo with Modulair Quick Connect	1	804441-05	$476.00
3	Quick Connect Low Pressure Hose Assembly	1	804678-01	$147.00
4	*BACKFRAME AND HARNESSES*			
4a	Kevlar with Metal Buckles	1	804621-02	$688.00
4b	Nylon with Plastic Buckles	1	804621-03	$573.00
5	*PRESSURE REDUCERS*			
5a	2216 psig, Single Port	1	804619-01	$899.00
5b	2216 psig, Dual Port	1	804619-02	$993.00
5e	4500 psig, Single Port	1	804642-01	$974.00
5f	4500 psig, Dual Port	1	804642-02	$1,068.00
6	*CYLINDER AND VALVE ASSEMBLIES*			
6a	Aluminum, 30-Minute, 2216 psig	1	804101-01	$580.00
6b	Carbon, 30-Minute, 2216 psig	1	804840-01	$1,082.00
6c	Carbon, 30-Minute, 4500 psig	1	804721-01	$971.00
6d	Carbon, 45-Minute, 4500 psig	1	804722-01	$1,320.00
6e	Carbon, 60-Minute, 4500 psig	1	804723-01	$1,480.00
7	*AIRLINE HOSE AND FITTINGS (Not shown)*			
7a	Airline Accessory Hose, Hansen Fitting	1	27537-01	$295.00
7b	Airline Accessory Hose, Schrader Fitting	1	27537-02	$295.00
7c	Airline Accessory Hose, Hansen HK Fitting	1	27537-03	$295.00
8	*SUPPLY HOSES*	See Page 36		
Not shown	Hard Carrying Case, Air-Pak Fifty / Swat-Pak / ISCBA / C100	1	804497-01	$298.00
Not shown	Soft Carrying Case, Air-Pak Fifty / Swat-Pak / ISCBA / C100	1	10009324	$141.00

MORNING PRIDE MANUFACTURING

2011 Price List

Spec ID : TXALTO00004
Fire Dept : Alton Fire Dept
Freight : Will be your responsibility
Dealer : Dooley Tackaberry, Inc.
Delivery :30 to 60 Days
Spec Date : 10/7/2011 2:52:15 PM
Expires : Next Price Increase
Quote # : 1036TXALTO

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same. Any additions or deviations from original quote must be on order and are subject to additional cost.

Item	Description	Price
200JOSICU	Wildland Jumpsuit - 9oz Indura Cotton Royal B	354.87
F-CCSTD-ICU	Std -3" Jumpsuit Collar -9oz Indura Cotton Ro	0
F-PKBLPSB-ICU	Std-Slant Top Semi-Bellows Pockets -ICU	0
F-PKHPS-ICU	Std Hip Pocket (1) - 9oz Indura Cotton Royal	0
F-PKMTS-ICU	Std Mic Tab - 9oz Indura Cotton Royal Blue	0
F-PKMTXS-ICU	Std X-Large Mic Tab- 9oz Indura Cotton Roya	0
F-PKRDS-ICU	Std Radio Pocket -9 oz Indura Cotton Royal B	0
F-TRJ2-T2L	2" Lime 2 Tone SL Trim For Wildland Jumpsui	30.88

Optional Items:

This quote, wich received special pricing in consideration for services you as dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be use to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for uour direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products

WILDLAND AUXILLARY PANTS AND OPTION

Wildland continued...

Model	Description	Price	GSA Code
	Wildland Standard Pants		
WPU200	9 oz Indura® Ultrasoft Twill	$ 139.01	633-38
WPC200	9 oz Indura® Cotton	$ 139.01	633-38
WP6N200	6 oz Nomex® IIIA	$ 225.76	633-38
	Wildland Delux Pants		
WPU500	9 oz Indura® Ultrasoft Twill	$ 188.74	633-38
WPC500	9 oz Indura® Cotton	$ 188.74	633-38
WP6N500	6 oz Nomex® IIIA	$ 277.30	633-38

Wildland Pants Options

Model	Description	9 oz FR Indura or Ultrasoft	6 oz Nomex	GSA Code
Add T	2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim at Cuffs	$ 22.21	$ 22.21	633-38
Add TRO	2" Red/Orange 3M™ Scotchlite™ Triple Trim in Place of Lime/Yellow Triple Trim at Cuffs	$ 22.21	$ 22.21	633-38
TREPZ	EZ Trim Style Package (in addition to base trim package)	$ 9.87	$ 9.87	633-38
CFPC-LR	Leather Cuffs	$ 9.87	$ 9.87	633-38
CFAN-LR	Angled Leather Cuffs	$ 15.44	$ 15.44	633-38
SACFT	Add Shell Material to back of pant velcro cuff closure	$ 5.11	$ 6.61	633-38
PKPT	Additional Rear Patch Pocket w/flap (for 500 style)	$ 12.22	$ 24.67	633-38
PKMLT*	Multi-tool Add-on Pocket on Semi-Bellows Pocket (Scissors Pkt w/ strap and and Snap Holder	$ 12.71	$ 14.91	633-38
KNRNJ-LR	Leather Knee Reinforcements	$ 19.75	$ 19.75	633-38
KNRNC**	Padded Reinforced Chap-like shins and knees (Voids NFPA)	$ 27.39	$ 29.91	633-38
KNRN*	Self Material Reinforced Knee (no padding)	$ 21.88	$ 22.75	633-38

*Add options to recreate the discontinued 900 style extrication jacket and pants

** Add options from * and ** to recreate the discontinued 800 style extrication jacket and pants

ONE PIECE AUXILLARY JUMPSUIT OFFERINGS

The Following Garment Does NOT Meet or Exceed an NFPA Standard

Model	Description	Price	GSA Code
	Incident Response Jumpsuit		
EZU5000T	9 oz Indura® Ultrasoft Twill with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 498.56	633-99
EZC5000T	9 oz Indura® Cotton with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 498.56	633-99
EZ6N5000T	6 oz Nomex® IIIA with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 681.75	633-99

The Following Garments Meet or Exceed NFPA 1977 Wildland, Current Edition

	Basic Wildland Jumpsuit		
WCU2000	9 oz Indura® Ultrasoft Twill	$ 354.87	633-38
WCC2000	9 oz Indura® Cotton	$ 354.87	633-38
WC6N2000	6 oz Nomex® IIIA	$ 484.91	633-38
	Emergency Medical Services Jumpsuit		
EJU3000T	9 oz Indura® Ultrasoft Twill with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 424.28	633-47
EJC3000T	9 oz Indura® Cotton with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 424.28	633-47
EJ6N3000T	6 oz Nomex® IIIA with 2" Lime/Yellow/Silver 3M™ Scotchlite™ Triple Trim	$ 561.42	633-47

#15

See pages 19-22 for Size Selection Guide.

ONE PIECE AUXILLARY JUMPSUIT OFFERINGS OPTIONS

Model	Description	9 oz FR Indura or Ultrasoft	6 oz Nomex	GSA Code
	Jumpsuit Options			
Add T	2" Lime/Yellow/Silver 3M Scotchlite Triple Trim (add to 2000 Wildland Jumpsuit)	$ 30.88	$ 30.88	633-47
Add TRO	2" Red/Orange 3M™ Scotchlite™ Triple Trim in Place of Lime/Yellow Triple Trim (add list price to 2000 jumpsuit) Suffix of TRO must be added to part number to receive the correct trim	$ 30.88	$ 30.88	633-47
TRCSLV	Extra band of trim on sleeve (In addition to base trim package)	$ 18.30	$ 18.30	633-47
TRVB2	Extra band of trim from shoulder to waist on back of jumpsuit (in addition to base trim package)	$ 9.19	$ 9.19	633-47
TRANSIJ	ANSI Trim Package *(Not ANSI Certified) (in addition to base trim package)*	$ 100.24	$ 100.24	633-47
CFJ-LR	Leather Cuffs	$ 19.75	$ 19.75	633-47
SACFTJ	Add Shell Material to back of sleeve/leg velcro cuff closures	$ 10.22	$ 13.23	633-47
CFAN-LR	Angled Leather Cuffs	$ 15.44	$ 15.44	633-47
6RADIOPKT	6" Radio Pocket in Place of Standard 9" Radio Pocket	N/C	N/C	633-47
PKRD	Additional Radio Pocket– specify size and location	$ 9.97	$ 15.97	633-47
PKMT*	Mic Tab – Default location above radio pocket – specify if other	$ 1.41	$ 1.84	633-47
PKMTX*	Xlarge Mic Tab – Default location on radio pocket – specify if other	$ 6.35	$ 7.01	633-47
PKPF*	Pencil/Flashlight pocket – default location on upper left sleeve – specify if other	$ 3.93	$ 4.56	633-47
PKST*	Crossover Stethoscope pocket w/Utility Loop – default location right chest – specify if other	$ 6.48	$ 8.76	633-47
PKSL90	SL-90 Flashlight Holder	$ 6.02	$ 7.02	633-47
PKSPDFR	Stablized Pass Device Clip – FR	$ 5.01	$ 5.01	633-47
PKPT	Additional Rear Patch Pocket w/flap (for 2000 style)	$ 12.84	$ 24.67	633-47
PKMLT*	Multi-tool Add-on Pocket on Semi-Bellows Pocket (Scissors Pkt w/ strap and snap holder)	$ 12.71	$ 14.91	633-47
ELRN*	Self material Reinforced Elbow (No padding)	$ 10.94	$ 11.38	633-47
ELRNC**	Padded Reinforced Elbows & Forearms Voids NFPA 1977	$ 20.55	$ 21.37	633-47
CLS**	Lined Sleeves Voids NFPA 1977	$ 44.41	$ 44.41	633-47
KNRNC**	Padded Reinforced Chap-like Shins and Knees Voids NFPA 1977	$ 27.39	$ 29.91	633-47
KNRN*	Self Material Reinforced Knee (no padding)	$ 21.88	$ 22.75	633-47
KNRNJ-LR	Leather Knee Reinforcements	$ 19.75	$ 19.75	633-47
LTBACK	Lettering Patch *(required for any lettering or emblem)*	$ 6.68	$ 12.40	633-47
LTBACKVO	Hook and Pile Lettering Patch in Place of Standard Sewn Patch (must add to price of sewn patch)	$ 3.00	$ 3.00	633-47
LT2S01	Lettering per Letter – 2" 3M™ Scotchlite™ – Lime/Yellow or Red/Orange – per letter	$ 2.60	$ 2.60	633-47
LT3S01	Lettering per Letter – 3" 3M™ Scotchlite™ – Lime/Yellow or Red/Orange – per letter	$ 2.60	$ 2.60	633-47
LTMC3	3" Reflective Maltese Cross (Default location: Radio Pocket Flap)	$ 9.87	$ 9.87	633-47
LTSOL3	3" Reflective Star of Life (Default location: Radio Pocket Flap)	$ 9.87	$ 9.87	633-47
LTMC6	6.5" Reflective Maltese Cross	$ 26.85	$ 26.85	633-47
LTSOL6	6.5" Reflective Star of Life	$ 26.85	$ 26.85	633-47
LTCUST	Attach Customer Supplied Name Patch	$ 7.41	$ 7.41	633-47
LTEMB	Embrodiery Name Patch on Front of Jumpsuit	$ 1.97	$ 1.97	633-47
LTIC-FLAG	American Flag IC Patch	$ 10.28	$ 10.28	633-47

***To recreate the discontinued 6000 Series Extrication Jumpsuit, add these options to the 3000 Series Jumpsuit**

**** To recreate the discontinued 4000 Series Extrication Jumpsuit, add * options and ** options to the 3000 Series Jumpsuit**

Sizes: Short, Regular and Tall: S (34), M (38), L (42), XL (46), 2XL (50), 3XL (54), 4XL (58), 5XL (62).

See pages 19-22 for Size Selection Guide.

AI-31124 **16. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Norma L. Longoria

Department: WIC

Information

CAPTION

Approval of proclamation declaring March 7, 2012 as "International Board Certified Lactation Consultant"(IBCLC) Day in Hidalgo County.

BACKGROUND

Attachment of IBCLC Proclamation

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

IBCLC Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 09:24 AM
Erika Zamora	Erika Zamora	03/01/2012 04:24 PM
Auditor's Office	Arcilia Duran	03/01/2012 04:57 PM
Purchasing Department	Marty Salazar	03/02/2012 11:59 AM

Form Started By: Margarita Gonzalez Started On: 02/16/2012 04:31 PM

Final Approval Date: 03/02/2012

STATE OF TEXAS ( )

COUNTY OF HIDALGO ( )

PROCLAMATION

Proclaiming March 7, 2012 as IBCLC DAY

WHEREAS children are vital to the future of our community and their health and well-being affects all the community; and

WHEREAS IBCLCs are healthcare professionals dedicated to helping pregnant women, parents and the wider community to recognize the importance of mother's milk and the care that goes with providing it; and

WHEREAS IBCLCs provide expertise in breastfeeding management, advocate for services that support breastfeeding, and educate families and healthcare workers using evidence-based knowledge; and

WHEREAS IBCLCs assist mothers to provide a healthy foundation for their infants and young children; and

WHEREAS IBCLCs improve breastfeeding outcomes, reduce health care costs and improve satisfaction with health services; and

WHEREAS our citizens value the contribution of IBCLCs to the future of our community;

NOW, THEREFORE Hidalgo County Commissioners' Court HEREBY PROCLAIMS March 7, 2012 as " IBCLC Day" in Hidalgo County to recognize the IBCLCs who make a difference to our community's wellbeing.

IN WITNESS WHEREOF I have hereto set my hand and caused the Great Seal of the Hidalgo County to be affixed.

PASSED AND APPROVED on this the 6th day of March, Two thousand and twelve.

By:
Title: Ramon Garcia, County Judge
Attest:
Title: Arturo Guajardo Jr., County Clerk

AI-31231 **17. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Certification of revenues for interest earned in 2012 for Certificates of Obligation, Series 2001 (Fund 1431) and Refunding Bonds, Series 2006 (Fund 1437).

2. Approval of 2012 interfund transfer from Certificates of Obligation, Series 2001 (Fund 1431) and Refunding Bonds, Series 2006 (Fund 1437) to Refunding Bonds, Series 2007 (Fund 1438) in the total amount of $143,145.97 to close out retired debt service funds (Funds 1431 and 1437).

BACKGROUND

All bond principal and interest related to Certificates of Obligation, Series 2001 (Fund 1431) and Refunding Bonds, Series 2006 (Fund 1437) have been paid.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** Fund 1437 F/B

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

BUDGETARY IMPACT:

Transfer from Fund 1437 Fund Balance; Available as of 3/2/12 $58,036.58.

FISCAL YEAR: 2012 **ACCT. #:** Fund 1431 F/B

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

BUDGETARY IMPACT:

Transfer from Fund 1431 fund balance; funding available as of 3/2/12 $85,109.39.

Attachments

ba

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/27/2012 01:34 PM
Erika Zamora	Erika Zamora	03/02/2012 02:56 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Maria Medina Started On: 02/27/2012 11:09 AM

Final Approval Date: 03/02/2012

COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM

No: 31231

DATE: February 27, 2012 MEETING DATE REQUEST: March 6, 2012

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: **REGULAR AGENDA**

1. Certification of revenues for interest earned in 2012 for Certificates of Obligation, Series 2001 (Fund 1431) and Refunding Bonds, Series 2006 (Fund 1437).

2. Approval of 2012 interfund transfer from Certificates of Obligation, Series 2001 (Fund 1431) and Refunding Bonds, Series 2006 (Fund 1437) to Refunding Bonds, Series 2007 (Fund 1438) in the total amount of $143,145.97 to close out retired debt service funds (Funds 1431 and 1437).

BACKGROUND: **(Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)**

All bond principal and interest related to Certificates of Obligation, Series 2001 (Fund 1431) and Refunding Bonds, Series 2006 (Fund 1437) have been paid.

BUDGETARY IMPACT: **Fund 1431 <$85,100.66>, Fund 1437 <$58,024.52>, and Fund 1438 $143,145.97**

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____

DEPT/FUND NO: _____ AMT EXPENDED: $_____ FUNDS/STAFFING BUDGETED: Yes____ No ____

ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES ____ No ____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

DATE: February 27, 2012

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME	
2 -1431 -361 -10 -000 -000 -0 -000	CERT OF OBLIG,2001-INTEREST EARNINGS	$	8.73
2 -1431 -491 -01 -000 -438 -0 -891	TRANSFERS OUT-REF BONDS,2007		85,109.39
2 -1438 -391 -01 -000 -431 -0 -000	TRANSFERS IN-CERT OF OBLIG,2001		85,109.39
2 -1437 -361 -10 -000 -000 -0 -000	REF BONDS,2006-INTEREST EARNINGS		12.06
2 -1437 -491 -01 -000 -438 -0 -891	TRANSFERS OUT-REF BONDS,2007		58,036.58
2 -1438 -391 -01 -000 -437 -0 -000	TRANSFERS IN-REF BONDS,2006		58,036.58
	Net Effect to Budgeted Fund Balance-Fund 1431	$	(85,100.66)
	Net Effect to Budgeted Fund Balance-Fund 1437	$	(58,024.52)
	Net Effect to Budgeted Fund Balance-Fund 1438	$	143,145.97

REASON: Transfer fund balance of $85,109.39 from retired Debt Service Fund 1431 (Cert of Oblig, Sr 2001) and $58,036.58 from retired Debt Service Fund 1437 (Ref Bonds, Sr 2006) into Debt Serivice Fund 1438 (Ref Bonds, Sr 2007).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Hidalgo County

Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1431	**CERT OF OBLIG,SERIES 2001**				
	2-1431-101-00-000-000-0-000 CERT OF OBLIG,2001-CASH	46,416.76	18,015.59	29,044.55	75,461.31
	2-1431-103-00-000-000-0-000 CERT OF OBLIG,2001-TIME DEPOSITS	.00	.00	.00	.00
	2-1431-103-10-000-000-0-000 CERT OF OBLIG,2001-TIME DEP/FLEXICASH	18,006.86	-18,000.00	-18,006.86	.00
	2-1431-104-00-000-000-0-000 CERT OF OBLIG,2001-INTEREST RECEIVABLE	.00	.00	.00	.00
	2-1431-105-00-000-000-0-000 CERT OF OBLIG,2001-TAXES RECV-CURRENT	56,683.11	.00	.00	56,683.11
	2-1431-105-10-000-000-0-000 CERT OF OBLIG,2001-RSRV UNCOLL TAXES-CUR	-10,116.06	.00	.00	-10,116.06
	2-1431-107-00-000-000-0-000 CERT OF OBLIG,2001-TAXES RECV-DELINQ	-8,228.83	.00	.00	-8,228.83
	2-1431-107-10-000-000-0-000 CERT OF OBLIG,2001-RSRV UNCOLL TAXES-DEL	-177,194.76	.00	.00	-177,194.76
	2-1431-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	20,677.04	.00	-11,028.96	9,648.08
	2-1431-130-01-000-331-0-000 DUE FROM/TO CERT OF OBLIG,2001-CIP	.00	.00	.00	.00
	2-1431-130-01-000-435-0-000 DUE FROM/TO REF BONDS, 2005	.00	.00	.00	.00
	Total Assets	**-53,755.88**	**15.59**	**8.73**	**-53,747.15**

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1431 CERT OF OBLIG,SERIES 2001				
2-1431-202-00-000-000-0-000 CERT OF OBLIG,2001-ACCOUNTS PAYABLE	.00	.00	.00	.00
2-1431-223-00-000-000-0-000 CERT OF OBLIG,2001-DEFERRED REVENUE	-138,856.54	.00	.00	-138,856.54
Total Liabilities	**-138,856.54**	**.00**	**.00**	**-138,856.54**
2-1431-270-00-000-000-0-000 CERT OF OBLIG,2001-BUDGETED FUND BALANCE	.00	.00	.00	.00
2-1431-253-00-000-000-0-000 CERT OF OBLIG,2001-FUND BALANCE	85,100.66	.00	.00	85,100.66
Total Equity	**85,100.66**	**.00**	**.00**	**85,100.66**
2-1431-275-00-000-000-0-000 CERT OF OBLIG,2001-ESTIMATED REVENUES	.00	.00	.00	.00
2-1431-276-00-000-000-0-000 CERT OF OBLIG,2001-REVENUES	.00	15.59	8.73	8.73
2-1431-271-00-000-000-0-000 CERT OF OBLIG,2001-APPROPRIATIONS	.00	.00	.00	.00
2-1431-272-00-000-000-0-000 CERT OF OBLIG,2001-EXPENDITURE CONTROL	.00	.00	.00	.00
2-1431-273-00-000-000-0-000 CERT OF OBLIG,2001-ENCUMBRANCE CONTROL	.00	.00	.00	.00
2-1431-274-00-000-000-0-000 CERT OF OBLIG,2001-RESERVE ENCUMBRANCES	.00	.00	.00	.00
Total Controls	**.00**	**15.59**	**8.73**	**8.73**
Total Equity and Control	**85,100.66**	**15.59**	**8.73**	**85,109.39**
Total Liabilities and Equity	**-53,755.88**	**15.59**	**8.73**	**-53,747.15**

*Fund is in Balance .00

0.*
85,100.66†
8.73†
002
85,109.39*

Hidalgo County

Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1437	**REFUNDING BONDS,SERIES 2006**				
	2-1437-101-00-000-000-0-000 REF BONDS,2006-CASH	9,442.88	44,033.90	46,427.41	55,870.29
	2-1437-103-00-000-000-0-000 REF BONDS,2006-TIME DEPOSITS	.00	.00	.00	.00
	2-1437-103-10-000-000-0-000 REF BONDS,2006-TIME DEP/FLEXICASH	44,021.84	-44,000.00	-44,021.84	.00
	2-1437-105-00-000-000-0-000 REF BONDS,2006-TAXES RECV-CURRENT	.00	.00	.00	.00
	2-1437-105-10-000-000-0-000 REF BONDS,2006-RSRV UNCOLL TAXES-CURRENT	.00	.00	.00	.00
	2-1437-107-00-000-000-0-000 REF BONDS,2006-TAXES RECV-DELINQ	82,561.86	.00	.00	82,561.86
	2-1437-107-10-000-000-0-000 REF BONDS,200-RSRV UNCOLL TAXES-DELINQ	-34,277.46	.00	.00	-34,277.46
	2-1437-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	4,559.80	.00	-2,393.51	2,166.29
	2-1437-130-01-000-430-0-000 DUE FROM/TO CERT OF OBLIG,2000	.00	.00	.00	.00
	Total Assets	**106,308.92**	**33.90**	**12.06**	**106,320.98**

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1437 REFUNDING BONDS,SERIES 2006				
2-1437-202-00-000-000-0-000 REF BONDS,2006-ACCOUNTS PAYABLE	.00	.00	.00	.00
2-1437-223-00-000-000-0-000 REF BONDS,2006-DEFERRED REVENUE	48,284.40	.00	.00	48,284.40
Total Liabilities	**48,284.40**	**.00**	**.00**	**48,284.40**
2-1437-270-00-000-000-0-000 REF BONDS,2006-BUDGETED FUND BALANCE	.00	.00	.00	.00
2-1437-253-00-000-000-0-000 REF BONDS,2006-FUND BALANCE	58,024.52	.00	.00	58,024.52
Total Equity	**58,024.52**	**.00**	**.00**	**58,024.52**
2-1437-275-00-000-000-0-000 REF BONDS,2006-ESTIMATED REVENUES	.00	.00	.00	.00
2-1437-276-00-000-000-0-000 REF BONDS,2006-REVENUES	.00	33.90	12.06	12.06
2-1437-271-00-000-000-0-000 REF BONDS,2006-APPROPRIATIONS	.00	.00	.00	.00
2-1437-272-00-000-000-0-000 REF BONDS,2006-EXPENDITURES	.00	.00	.00	.00
2-1437-273-00-000-000-0-000 REF BONDS,2006-ENCUMBRANCE CONTROL	.00	.00	.00	.00
2-1437-274-00-000-000-0-000 REF BONDS,2006-RESERVE FOR ENCUMBR	.00	.00	.00	.00
Total Controls	**.00**	**33.90**	**12.06**	**12.06**
Total Equity and Control	**58,024.52**	**33.90**	**12.06**	**58,036.58**
Total Liabilities and Equity	**106,308.92**	**33.90**	**12.06**	**106,320.98**

*Fund is in Balance .00

0•A

58,024.52+
12.06+

002

58,036.58*

RAMIREZ & GUERRERO, L.L.P.
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700 N. Veterans Blvd.
San Juan, Texas 78589
Phone: (956) 502-5424 Fax: (956) 502-5007
Writer's e-mail address: jramirez@rg-legal.com

Jesus Ramirez

Jose R. Guerrero
Robert Schell

February 23, 2012

Ms. Linda Fong
First Assistant Auditor
County Auditor's Office
Hidalgo County

Ms. Fong:

Generally, the answer is yes. The only cautions typically applicable are these:

1. Make sure none of the money that you are transferring constitutes bond sales proceeds (sometimes we deposit accrued interest to the I & S fund. But under our documents, that money is out FIFO to pay interest within no later than one year from issuance. So, you typically will not have this problem.

2. The other caution is record-keeping. As you know, you have the 5 year arbitrage review. You want to make certain that you formally record that certain monies in the I & S Fund are no longer allocable to Series X, but are no allocable to Series Y. Since you advise that the bonds have been paid off, then the disallocation has already occurred by virtue of the final defeasance of that series.

3. Overabundance of caution: assure yourself that the monies constitute entirely local taxes, penalties and interest.

Let me know if I can be of further service.

Very truly yours,

Jesus Ramirez

Linda Fong

From: Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 4:37 PM
To: Jesus Ramirez (jramirez@rg-legal.com)
Cc: David Cepeda (dcepeda@rg-legal.com)
Subject: Transfer of Surplus in Debt Service Fund

Follow Up Flag: Follow up
Due By: Wednesday, February 22, 2012 1:00 PM
Flag Status: Completed

Good Afternoon Chuy,

Is it permissible to transfer the surplus in a debt service fund for COs and/or Refunding Bonds for which all principal and interest has been paid in full to other debt service funds of outstanding COs and/or Refunding Bonds? If you have previously opined on this matter, I would greatly appreciate a copy of the opinion. If not, could you give me your thoughts on this matter. I requested an opinion from Atlas & Hall but they referred me to bond counsel.

Thank you for your time and attention to this matter. If you have any questions please call me at 318-2511 ext. 4668.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

AI-31312 **17. B.**

CC REGULAR

Meeting Date: 03/06/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Requesting approval to waive new employee enrollment procedures to fill Financial Accounting Supervisor position, slot no. 0005.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 04:21 PM
Erika Zamora	Erika Zamora	03/01/2012 04:36 PM
Auditor's Office	Arcilia Duran	03/01/2012 05:00 PM

Form Started By: Maria Medina Started On: 03/01/2012 03:54 PM

Final Approval Date: 03/01/2012

COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM

No: _____

DATE: ~~November 30, 2011~~ March 1, 2012 MEETING DATE REQUEST: ~~December 6, 2011~~ March 6, 2012

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: **REGULAR AGENDA**

Approval to waive new employee enrollment procedures to fill ~~Grants~~ Financial Accounting Supervisor position, slot no. 0009.

BACKGROUND: **(Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)**

BUDGETARY IMPACT: **$0**

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____

DEPT/FUND NO: _____ AMT EXPENDED: $_____ FUNDS/STAFFING BUDGETED: Yes____ No ____

ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES ____ No ____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

AI-31229 **18. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Discussion, consideration and approval of Funding Agreement for Border Colonia Access Program Amendment No.6 to redefine a non-competitive project (Dude Hill No.1) and to apply non-competitive under runs to new projects (Dude Hill No.1, Engleman Estates, Jardin Terrace, La Milpa, Ramirez, Ramirez No.2, Ramirez No.3, Randolph Barnett No.1, Rankin and Regal Estates).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Application of funds from non-competitive under-run will be appropriated at a later date.

Attachments

Funding Agreement for Border Colonia Access Program Amendment No.6

Applications

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	02/27/2012 11:18 AM
Budget & Management	Merlen P. Munoz	02/27/2012 01:05 PM
Erika Zamora	Erika Zamora	03/02/2012 02:15 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Marcie Jackson Started On: 02/27/2012 09:48 AM

Final Approval Date: 03/02/2012

County: Hidalgo

Contract 8BCF5001

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT FOR BORDER COLONIA ACCESS PROGRAM AMENDMENT #6

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 – amended on the 15th day of January 2009, on the 17th day of March 2010, on the 13th day of August 2010, on the 20th day of June 2011, and on the 1st day of November 2011 – to effectuate their agreement to establish a transportation program to construct access roads in the County; and

WHEREAS, the County has opted to redefine a non-competitive project, as approved by the State; and

WHEREAS, the County has opted to apply non-competitive under runs to new projects, as approved by the State; and

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items:
Attachment B, Project Budget, is voided in its entirety and replaced with the new Attachment B, Project Budget, attached to this amendment.

Attachment C, Project Applications, deletes the initial application for the redefined project and adds a revised project application. It also adds project applications for new projects, with the revised and added applications attached to this amendment:

County	TWDB ID #	Colonia name	Project Description	Length (mi)	Eligible Cost
Deleted Project Applications					
HIDALGO	M1080234	Dude Hill #1	Paving and Drainage	0.12	$88,335.00

County	TWDB ID #	Colonia name	Project Description	Length (mi)	Eligible Cost
Added Project Applications					
HIDALGO	M1080234	Dude Hill #1	Repaving and Drainage	0.12	$124,085.00
HIDALGO	M1080260	Engleman Estates	Repaving and Drainage	0.46	$199,561.53
HIDALGO	M1080348	Jardin Terrace	Repaving and Drainage	0.30	$197,644.99
HIDALGO	M1080388	La Milpa	Paving and Drainage	0.15	$99,384.79
HIDALGO	M1080587	Ramirez	Repaving and Drainage	0.10	$46,753.53
HIDALGO	M1080588	Ramirez #2	Repaving and Drainage	0.10	$91,700.00
HIDALGO	M1080589	Ramirez #3	Repaving and Drainage	0.14	$105,650.00
HIDALGO	M1080600	Randolph Barnett #1	Repaving and Drainage	0.12	$94,203.03
HIDALGO	M1080603	Rankin	Paving and Drainage	0.55	$579,387.84
HIDALGO	M1080606	Regal Estates	Repaving and Drainage	0.24	$186,200.00

All other provisions of the contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

_____
Hidalgo County

By:_____
Honorable Ramon Garcia

_____
Printed Name

_____
County Judge

_____
Date

THE STATE OF TEXAS

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

By:_____

South Regional Support Center Director
Title

_____
Date

Attachment B – Project Budget

2011 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)	Changed by Amendment (#)
~~HIDALGO~~	~~M1080882~~	~~La Flor Estates~~	~~7,638.00~~	~~84,329.25~~ 7,746.76	~~91,967.25~~ 7,746.76	5
HIDALGO	M1080790	Village Grove #2	0.00	42,407.91	42,407.91	NA
HIDALGO	M1080397	La Suena	126,020.00	231,579.36	357,599.36	NA
~~HIDALGO~~	~~M1080600~~	~~Randolph Barnett #1~~	~~30,610.00~~	~~60,000.00~~	~~90,610.00~~	1
~~HIDALGO~~	~~M1080606~~	~~Regal Estates~~	~~71,110.00~~	~~120,000.00~~	~~191,110.00~~	1
HIDALGO	M1080406	Las Brisas	47,500.00	130,000.00	177,500.00	NA
~~HIDALGO~~	~~M1080883~~	~~La Flor Gardens~~	~~7,636.00~~	~~84,329.25~~ 7,746.77	~~91,967.25~~ 7,746.77	5
HIDALGO	M1080891	Los Encinos #2	104,425.00	113,480.03	217,905.03	NA
HIDALGO	M1080274	Foster Subdivision	16,108.00	95,000.00	111,108.00	NA
~~HIDALGO~~	~~M1080348~~	~~Jardin Terrace Subdivision~~	~~45,510.00~~	~~140,000.00~~	~~185,510.00~~	1
HIDALGO	M1080461	Mid-Valley Estates	21,600.00	213,250.95	234,850.95	NA
HIDALGO	M1080687	South Palm Gardens Estates #1	0.00	58,759.11	58,759.11	NA
HIDALGO	M1080055	Ariel Hinojosa Subdivision	24,310.00	121,491.95	145,801.95	NA
HIDALGO	M1080886	Laborsita	5,124.00	54,900.48	60,024.48	NA
HIDALGO	M1080804	Wes-Mer Subdivision	10,800.00	78,876.17	89,676.17	NA
HIDALGO	M1080063	Balli Estates	0.00	536,612.27	536,612.27	NA
HIDALGO	M1080401	Lakeview Subdivision	22,400.00	355,000.00	377,400.00	NA
HIDALGO	M1080185	Colonia Whalen Road	26,756.00	98,047.17	124,803.17	NA
HIDALGO	M1080855	Ash County	32,400.00	97,905.35	130,305.35	NA
HIDALGO	M1080300	Hacienda De Los Vegas	4,534.00	107,976.43	112,510.43	NA
~~HIDALGO~~	~~M1080310~~	~~Havana Lomas #4~~	~~28,710.00~~	~~104,890.95~~	~~133,600.95~~	1
~~HIDALGO~~	~~M1080111~~	~~Blue Star Enterprises #2~~	~~84,050.00~~	~~203,163.72~~	~~287,213.72~~	1
HIDALGO	M1080082	Basham #18	43,060.00	124,147.05	167,207.05	NA
HIDALGO	M1080329	Hoehn Drive Subdivision	105,322.00	351,700.63	457,022.63	NA
HIDALGO	M1080454	McColl Estates	68,875.00	112,422.71	181,297.71	NA
HIDALGO	M1080319	High Point Subdivision	0.00	121,186.80	121,186.80	NA
HIDALGO	M1080079	Basham #14	58,580.00	188,671.09	247,251.09	NA
HIDALGO	M1080937	Aldamas Subdivision 1 & 2	220,065.00	295,784.13	515,849.13	NA
HIDALGO	M1080380	La Homa Grove Estates	37,410.00	117,815.67	155,225.67	NA

2011 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)	Changed by Amendment (#)
~~HIDALGO~~	~~M1080932~~	~~Indian Hills East~~	~~0.00~~	~~1,260,219.06~~	~~1,260,219.06~~	1
HIDALGO	M1080940	Sundown's Retirement Center	100,895.00	108,870.74	209,765.74	NA
HIDALGO	M1080324	Hilda Subdivision #2	62,020.00	120,000.00	182,020.00	NA
HIDALGO	M1080262	Esperanza Estates	87,255.00	115,087.81	202,342.81	NA
HIDALGO	M1080148	Chapa North	16,200.00	69,570.58	85,770.58	NA
HIDALGO	M1080752	Trenton Terrace	140,840.00	135,000.00	275,840.00	NA
HIDALGO	M1080657	Seminary Village Subdivision	36,400.00	135,000.00	171,400.00	NA
HIDALGO	M1080149	Chapa South	9,000.00	66,877.78	75,877.78	NA
HIDALGO	M1080234	Dude Hill #1	~~28,335.00~~ 63,585.00	~~60,000.00~~ 60,500.00	~~88,335.00~~ 124,085.00	6
HIDALGO	M1080900	Morningside South	143,325.00	217,458.93	360,783.93	NA
HIDALGO	M1080596	Rancho Escondido	183,270.00	269,551.95	452,821.95	NA
HIDALGO	M1080154	Citriana Village	165,795.00	319,874.96	485,669.96	NA
HIDALGO	M1080688	South Palm Gardens Estates #2	0.00	48,602.00	48,602.00	NA
~~HIDALGO~~	~~M1080311~~	~~Havana Lomas #5~~	~~25,150.00~~	~~65,000.00~~	~~90,150.00~~	1
HIDALGO	M1080896	McKee #1	36,100.00	86,774.07	122,874.07	NA
HIDALGO	M1080215	De Anda Subdivision	12,600.00	51,725.18	64,325.18	NA
HIDALGO	M1080413	Las Milpas Subdivision	72,685.00	117,072.59	189,757.59	NA
HIDALGO	M1080591	Ramon Leal Subdivision	15,570.00	70,547.90	86,117.90	NA
HIDALGO	M1080387	La Mesa Subdivision	60,500.00	149,480.86	209,980.86	NA
HIDALGO	M1080890	Los Encinos #1	39,585.00	45,000.00	84,585.00	NA
~~HIDALGO~~	~~M1080587~~	~~Ramirez Subdivision~~	~~26,910.00~~	~~50,000.00~~	~~76,910.00~~	1
~~HIDALGO~~	~~M1080588~~	~~Ramirez Subdivision #2~~	~~20,560.00~~	~~50,000.00~~	~~70,560.00~~	1
~~HIDALGO~~	~~M1080589~~	~~Ramirez Subdivision #3~~	~~31,160.00~~	~~34,961.95~~	~~66,121.95~~	1
HIDALGO	M1080863	Colonia Esperanza #2	19,118.00	85,605.53	104,723.53	2
HIDALGO	M1080536	Palm Lake Estates #1	202,072.00	496,541.00	698,613.18	NA

2011 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)	Changed by Amendment (#)
HIDALGO	M1080120	Brenda Gay	10,800.00	99,156.41	109,956.41	1
HIDALGO	M1080860	Chapa 2 (SL9)	68,400.00	274,668.56	343,068.56	1
HIDALGO	M1080232	Colonia Boyce (for Donna R.O.W.)	0.00	134,547.58	134,547.58	1
~~HIDALGO~~	~~M1080362~~	~~L & P Subdivision~~	~~18,000.00~~	~~99,988.82~~	~~117,988.82~~	1, 4
HIDALGO	M1080423	Los Castillos Estates	0.00	81,524.23	81,524.23	1
HIDALGO	M1080895	Mary Ann	28,800.00	219,668.66	248,468.66	1
HIDALGO	M1080181	Colonia Saenz	16,200.00	50,818.91	67,018.91	1
HIDALGO	M1080779	Valley View Estates	8,368.00	136,555.34	144,923.34	1
HIDALGO	M1080421	Loma Linda Heights Subdivision	161,250.00	489,497.50	650,747.50	1
HIDALGO	M1080141	Casa De Los Vecinos	114,490.00	423,757.12	538,247.12	1
HIDALGO	M1080488	Munoz Estates	193,079.00	205,871.21	398,950.21	5
HIDALGO	M1080260	Engleman Estates	43,954.00	155,607.53	199,561.53	6
HIDALGO	M1080348	Jardin Terrace	55,600.00	142,044.99	197,644.99	6
HIDALGO	M1080388	La Milpa	39,520.00	59,864.79	99,384.79	6
HIDALGO	M1080587	Ramirez	0.00	46,753.53	46,753.53	6
HIDALGO	M1080588	Ramirez #2	41,700.00	50,000.00	91,700.00	6
HIDALGO	M1080589	Ramirez #3	34,650.00	71,000.00	105,650.00	6
HIDALGO	M1080600	Randolph Barnett #1	32,650.00	61,553.03	94,203.03	6
HIDALGO	M1080603	Rankin	304,387.84	275,000.00	579,387.84	6
HIDALGO	M1080606	Regal Estates	65,200.00	121,000.00	186,200.00	6
Transferred from allocation to competitive to complete Tiejerina Estates					14,034.25	5
Remainder of non-competitive funds awarded to Hidalgo County that may be used for other eligible colonia project over runs.					0.00	1, 4, 5, 6
Total Non-competitive Funds					13,205,727.33	5

Note. Original award was $12,691.299.46 ($11,458,449.50 allocation, $1,232,849.96 competitive). Amendment 5 adds $3,845,166.52 ($229,479.16 of 1st-call allocation under run, $1,517,798.67 of 2nd-call allocation under run, $715,311.50 of 1st-call competitive under run, $1,382,577.19 of 2nd-call competitive under run), for a revised total 3rd-call funding of $16,536,465.98 ($13,205,727.33 allocation, $3,330,738.65 competitive).

2011 Competitive Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs($)	Changed by Amendment (#)
HIDALGO	M1080536	Palm Lake Estates #1	57,227.00	140,622.00	197,849.00	NA
HIDALGO	M1080470	Monica Acres	35,510.00	73,187.53	108,697.53	NA
~~HIDALGO~~	~~M1080465~~	~~Miller Resub Lot A~~	~~60,965.00~~	~~76,037.83~~	~~137,002.83~~	~~4~~
HIDALGO	M1080465	Miller Resub Lot A	0.00	3,792.99	3,792.99	4
HIDALGO	M1080220	Delta West Subd.	41,600.00	313,968.53	355,568.53	NA
HIDALGO	M1080228	Diaz Subd.	9,000.00	55,595.18	64,595.18	NA
HIDALGO	M1080460	Mesquite Acres Subd.	98,445.00	125,724.71	224,169.71	NA
HIDALGO	M1080780	Vereda Tropical	25,660.00	119,307.18	144,967.18	NA
HIDALGO	M1080244	El Mesquite Subdivision	63,875.00	178,576.12	242,451.12	5
HIDALGO	M1080495	North Capisallo	23,650.00	85,350.95	109,000.95	5
HIDALGO	M1080103	Bernal Heights #1	22,744.00	62,921.52	85,665.52	5
HIDALGO	M1080230	Dimas #3	117,764.00	177,785.13	295,549.13	5
HIDALGO	M1080693	Southside Village	18,280.00	77,089.07	95,369.07	5
HIDALGO	M1080557	Pentecostal	110,040.00	101,167.38	211,207.38	5
HIDALGO	M1080767	Val Bar Estates	27,250.00	78,500.00	105,750.00	5
HIDALGO	M1080312	Havana Subdivision	71,717.00	106,500.00	178,217.00	5
HIDALGO	M1080014	Acevedo Subdivision #4	145,460.00	282,198.55	427,658.55	5
HIDALGO	M1080385	La Homa Road (S.) Subdivision	100,635.00	118,470.73	219,105.73	5
HIDALGO	M1080727	Tiejerina Estates	111,307.45	163,850.88	275,158.33	5
Transferred from allocation to competitive to complete Tiejerina Estates					–14,034.25	5
Total Competitive Funds					3,330,738.65	5

Pct 3, 3rd call award (alloc): redetermination

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

HIDALGO COUNTY
Nominating County

21
TxDOT District

Dude Hill #1 (TWDP ID#M1080234)
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles: 0.121 mi

Request 04-12

Paving: 640 L.F. **Repaving :** A

Drainage: Pipe 160' RCP CL III (18") Curb & Gutter 1935 L.F. TY A (BARRIER)

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$70,124.67~~ # 60,500 Total Drainage Cost: $63,585.00

exceeds $60k/mile cap on RD costs max = $60,500

(Include Management, Engineering Design, and Inspection, etc)

Total Estimate of the Project Costs: ~~$133,709.67~~ # 124,085.00

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Attachment A:
Description of Work Proposed

ATTACHMENT A
Application for Border Colonia Access Program Round III
Description of Work Proposed

The Dude Hill #1 EDAP#M1080234) project consists of approximately 640 LF of paving with a proposed typical road section of 8 inches of caliche base and 1.5 *inches* of asphalt or as determined through necessary geotechnical soil tests. Project also includes associated drainage with road side ditches and curb and gutter and all necessary appurtenances. There is no need for acquiring additional right of way for this project. There are no proposed water/wastewater improvements that will affect this project.

Colonia Dude Hill #1 consists of one (1) interior road approximately 640 l.f. of inadequately paved road that contributes to inadequate drainage and limited access to the Colonia Residents.

The proposed project involves paving of Israel Street (Leda Lane). This roadway is currently in poor condition with numerous pavement failures. Please refer to the photographs on Attachment C that further illustrate the need and conditions of this Colonia Road. The proposed project provides the Colonia Residents necessary access to Trosper Road a paved County Road. Please Refer to Attachment D and E that illustrate the Colonia location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to Attachment F.

NOTE: This is a 3rd Call project that was re-define as one street was omitted initially; however, this street was recently paved utilizing CDBG funds. The County is requesting to re-define the project to its initial intent.

Attachment B:
Engineering Estimate

Attachment "B"

Colonia Name	Dude Hill Subdivision		
Street(s) Name	Jefferon St., and Israel St.		
EDAP Number	M10810234		
Length of proposed roadway		640	Existing 50-ft ROW
Proposed Roadway Travel lane 10' min and one 1' curb off set min		27 FT E-E	30' B/B
# of Parcels to be acquired		0	
Estiamted Cost of Land to be acquired		$ -	

Estimated Quantities Roadway

PREPARING ROW	6.45	STA	$ 1,000.00		$ 6,450.00
EXCAVATION (ROADWAY)	1182.5	CY	$ 3.00		$ 3,547.50
8" FLEX BASE (COMPL IN PLACE)(TY E GR 4)	2293.5	SY	$ 7.00		$16,054.50
ASPH MATRL (MC-30)	458.5	GAL	$ 5.00		$ 2,292.50
ASPH CONC (TY D)(1 1/2")	1935	SY	$ 8.50		$16,447.50
BARRICADES, SIGN ANDTRAFFIC HANDLING	1.5	MO	$ 1,000.00		$ 1,500.00
TURNOUTS (ASHP-CONC-AV)(PB-2)	60	SY	$ 15.00		$ 900.00
RELOCATE MAIL BOXES	1	LS	$ 5,000.00		$ 5,000.00
TYPE III BARRICADE	1	EA	$ 1,000.00		$ 1,000.00

Estimated Quantities Drainage

DRIVEWAYS (ASPH-CONC-PAV)(PB-1)	600	SY	$ 25.00		$15,000.00
DRIVEWAY (CONCRETE 3000 PSI)	300	SY	$ 54.00		$16,200.00
6" CURB AND GUTTER (18"WIDE)	1935	LF	$ 11.00		$21,285.00
18" RCP CULVERT PIPE	160	LF	$ 50.00		$ 8,000.00
SAFETY END TREATMENT	2	EA	$ 800.00		$ 1,600.00
TEMPORARY SEDIMENT CONTROL FENCE	300	LF	$ 5.00		$ 1,500.00

Professional Costs (% costs may vary from county to county)

Basic Engineering Services (8.5% of Total Estimated Construction Cost)	$	9,926.05
Special Services		
Design Surveys (2.5% of Total Estimated Construction Cost)	$	2,919.43
Categorical Exclusion (Enviromental Document)		
Material Testing Services (3.5% of Total Estimated Construction Cost)	$	4,087.20
Sub-Total	**$**	**16,932.67**

Total Estimated Construction Cost

Roadway Construction Cost	$	53,192.00
Drainage Estimated Quantities	$	63,585.00
Sub-Total	**$**	**116,777.00**

ROW Costs (Land Acquisitions)**

Estimated cost of Land		
ROW Mapping ($2,00/parcel)		
Sub-Total	**$**	**-**

**Attorney, appraisal, and filing fees are not included in this estimate

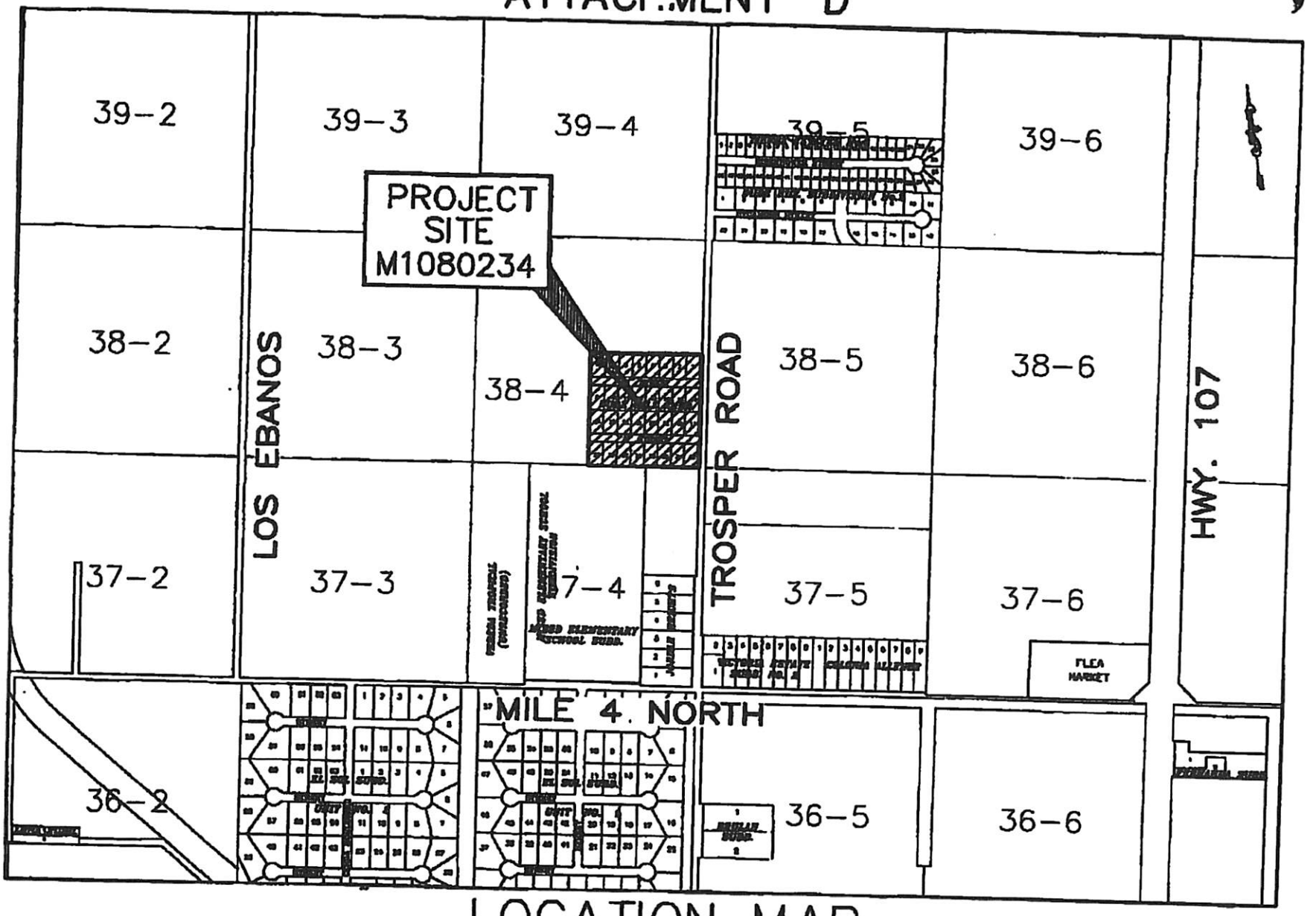
Contingencies

4% of the sum of Professional, Construction and ROW Costs	$	-

Total Roadwork	$	70,124.67	Cost per mi this pro	$	109.57
Total Drainage	$	63,585.00	Allowable per mile	$	94.70
Project Total	**$**	**133,709.67**	Allowable this proj.	$	~~66,696.06~~ 60,500.00

Attachment C:
Location Map

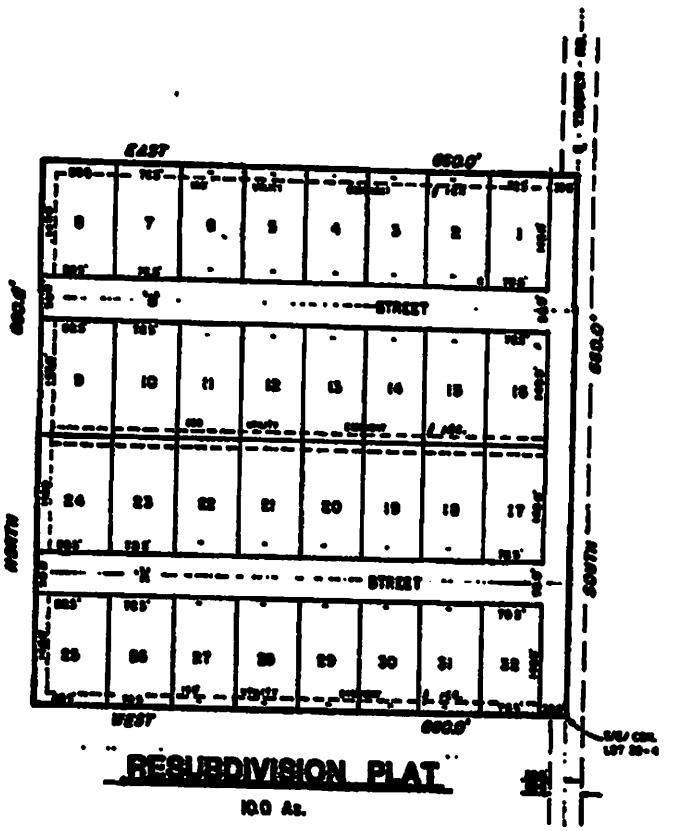
ATTACHMENT "D"



LOCATION MAP
DUDEHILL SUBDIVISION (No.1)
COLONIA ID. NO. M1080234

S Maryland
W Hayes Ave
W Israel Ave
W Jefferson Ave

Attachment D:
Subdivision Plat



RESUBDIVISION PLAT
10.0 Ac.

VACATING & RESUBDIVISION PLAT OF

DUDE HILL SUBDIVISION

HIDALGO COUNTY, TEXAS

APPROVED FOR RECORDING
Hidalgo Co. Rights of Way Dept.
by _____
on Feb. 9 1972.

BEING A VACATING PLAT OF DUDE HILL SUBDIVISION AS RECORDED IN VOL. 23, PAGE 35 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING A RESUBDIVISION OF THE EAST 10.0 ACRES OF THE SOUTH ½ OF LOT 30-A, NEW ADDITION TO MERCEDES SUBDIVISION, HIDALGO COUNTY, TEXAS

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR
MERCEDES, TEXAS
SURVEYED: 2-22-72 TDH-FHA Job No: 720044

STATE OF TEXAS:
COUNTY OF HIDALGO:

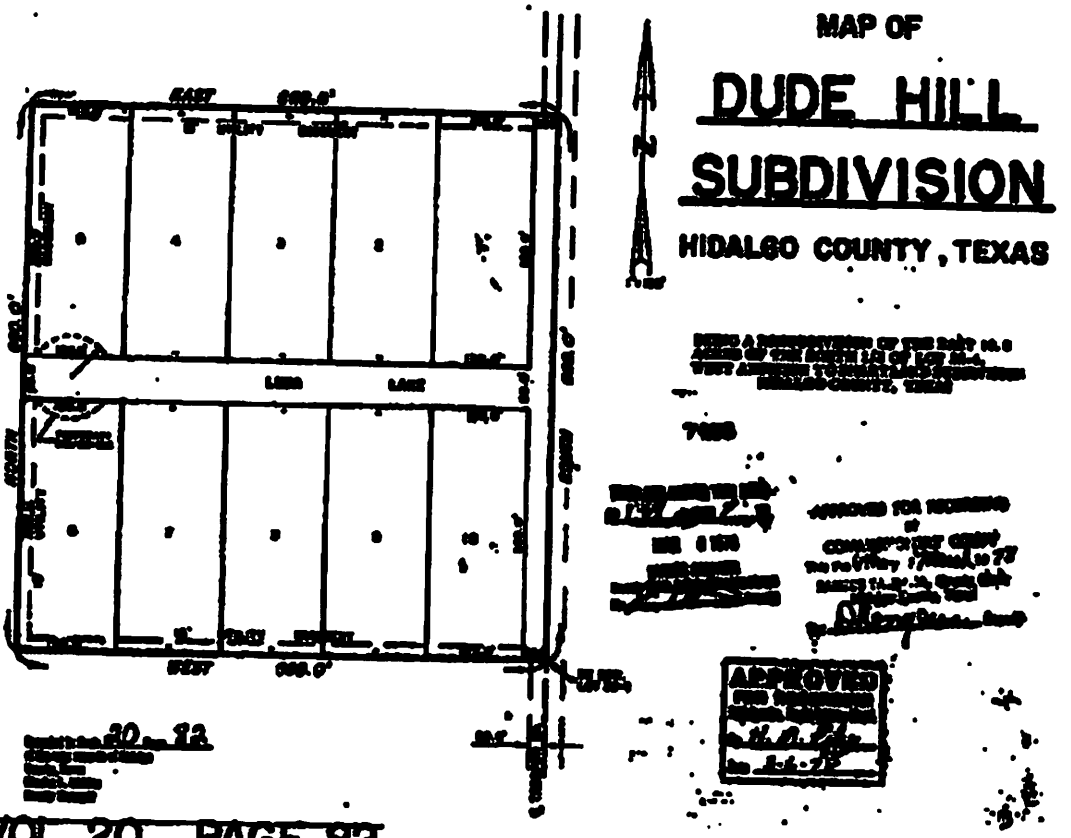
KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED, OWNER OF THE PROPERTY HEREIN DESCRIBED, DOES HEREBY ADOPT, DESIGNATE AND DEDICATE TO THE PURPOSES AND PLAT AND DOES DEDICATE TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E.B. HUNDL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORE-GOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 7th DAY OF January, A.D., 1972.

NOTARY PUBLIC FOR THE STATE OF TEXAS

Attachment "E"



MAP OF

DUDE HILL SUBDIVISION

HIDALGO COUNTY, TEXAS

VOL. 20 PAGE 82

Attachment E:
Photographs



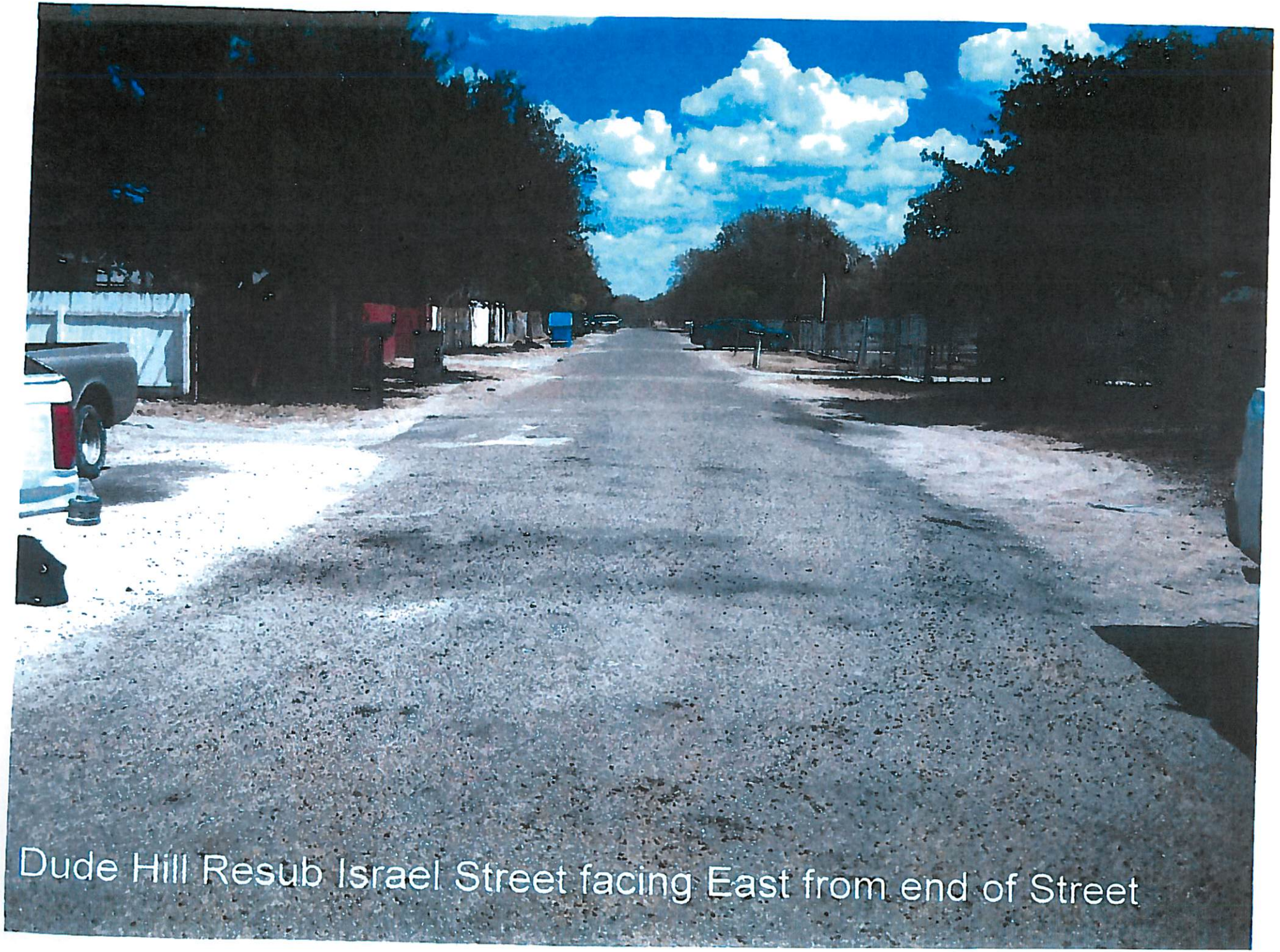
Dude Hill Resub Intersection of Trosper Road & Israel Street



Dude Hill Resub-Intersection of Trosper Rd & Israel Street facing West



Dude Hill Resub Trosper Rd & Israel St facing West 2nd photo


Dude Hill Resub Israel Street facing East from end of Street

Attachment F:
School District Bus Route Correspondence

Oscar Rodriguez, Jr.
Superintendent of Schools
Office (956) 323-5505

Success For Every Student
MISSION
Consolidated Independent School District

1201 Bryce Drive
Mission, Texas 78572-4399
Fax (956) 323-5634

March 25, 2008

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr TX 78577

RE: Border Colonia Access Program – Bus Route Designations

Dear Mr. Foster:

Our school district serves the following residents in the colonias identified below:

Colonia	T.W.D.B. ID #
Dull Hill #1	M1080234
El Paraiso Subdivision	M1080247
Los Ninos Subdivision	M1080831
Monica Acres	M1080470
Palm Lake Estates Subdivision No.1	M1080536
Palm Subdivision #2	M1080834
Rabbit Patch Subdivision Unit 1	M1080582
Rabbit Patch Subdivision Unit No. 2	M1080583
Ramon Leal Subdivision	M1080591
Stewart Palms Subdivision	M1080700
Tri-City #2	M1080756
Vereda Tropical	M1080780

This district is responsible for the transportation of the children of these colonias to and from their respective schools throughout our District. Road conditions in these colonias limit the ability of our transportation personnel to reach the children of the colonia creating a hardship on these families to get their children to school.

Currently the public streets in these colonias serve as bus routes where our buses can maneuver. Those areas that our buses are not accessible are not served, but if the roadways were improved, our bus routes would extend into the colonias to serve the children of the area. The paving of roadways in the above-identified colonias would greatly enhance and expand our capability to serve the children of the Colonias.

Thank you in advance for your assistance and should you have any questions or require further information please do not hesitate to contact me at (956) 580-5505.

Sincerely,

Mr. Oscar Rodriguez Jr., Superintendent
Mission C.I.S.D.

CC: Mr. Agapito Vargas Jr., Executive Director Hidalgo County Colonia Access Program
Project Files

ATTACHMENT "F"

Pet 4. 3rd call comp. application – not awarded

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

HIDALGO COUNTY
Nominating County

21
TxDOT District

Engleman Estates (TWDP ID#M1080260) ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** ✓ **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: ~~2440 L.F.~~ 0.462 miles **Repaving :** 2440 LF (0.462 mi)

Drainage: Pipe 1056' RCP CL III (15"), 80'-RCP CLIII (18" Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $155,607.53 ✓ Total Drainage Cost: $43,954.00 ✓
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $199,561.53 ✓

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

site visit 1-04-12

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Attachment A:
Description of Work Proposed

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Engleman Estates Subdivision *(EDAP # M1080260)* project consists of approximately 2,440 l.f. of *repaving* with a proposed typical road section of 6 inches of caliche base and 1.5 inches of asphalt or as determined through necessary geotechnical soil tests. Project also includes associated drainage with *road side ditches* and all necessary appurtenances.

Colonia Engleman Estates Subdivision consists of 2 interior road(s) and approximately 2,440 l.f. of inadequately paved road that contributes to inadequate drainage and limited access to the Colonia Residents. Please refer to the photographs on Attachment C that further illustrate the need and conditions of the Colonia Road.

The proposed project involves paving of Bennett Circle Road (s). The proposed project provides the Colonia Residents necessary access to F.M. 493 Road a paved County Road. Please Refer to Attachment D and E that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to Attachment F.

Attachment B:
Engineering Estimate

Attachment "B"

Colonia Name	Engleman Estates		
Street(s) Name	Bennet Circle		
EDAP Number	1080260		
Length of proposed roadway		2440 lf	Exdsting 50-ft ROW
Proposed Roadway Travel lane 10 min and one 1 curb off set min		22 FT B-B	2-11' proposed lane
# of Parcels to be acquired		0	
Estiamted Cost of Land to be acquired		$ -	

Estimated Quantities Roadway

6" Road Grader Work (Subgrade w1.5% Lime)	6548	SY	$ 4.00		$26,184.00
FL BS (DC) (TYD GR6 CIII)	6545	SY	$ 7.25		$47,451.25
1-1/2 " Asph Conc TY D (W/Prime Coat)	6002	SY	$ 9.00		$54,018.00
BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO	$ 1,000.00		$ 2,000.00

Estimated Quantities Drainage

15" ADS CORRUGATED PIPE	1056	LF	$ 20.00		$21,120.00
DRIVEWAYS (ACP)	1649	SY	$ 10.00		$16,490.00
TEMPORARY SEDIMENT CONTROL FENCE	293	SY	$ 5.00		$ 1,465.00
TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	293	SY	$ 3.00		$ 879.00
RC PIPE (CL III)(18 IN)	80	LF	$ 50.00		$ 4,000.00

Professional Costs (% costs may vary from county to county)

Basic Engineering Services (8.5% of Total Estimated Construction Cost)	$	14,756.62
Special Services		
Design Surveys (2.5% of Total Estimated Construction Cost)	$	4,340.18
Categorical Exclusion (Enviromental Document)		
Material Testing Services (3.5% of Total Estimated Construction Cost)	$	6,076.25
Sub-Total	**$**	**25,173.05**
Total Estimated Construction Cost		
Roadway Construction Cost	$	129,653.25
Drainage Estimated Quantities	$	43,954.00
Sub-Total	**$**	**173,607.25**
ROW Costs (Land Acquisitions)**		
Estimated cost of Land		
ROW Mapping ($2,00/parcel)		
Sub-Total	**$**	**-**

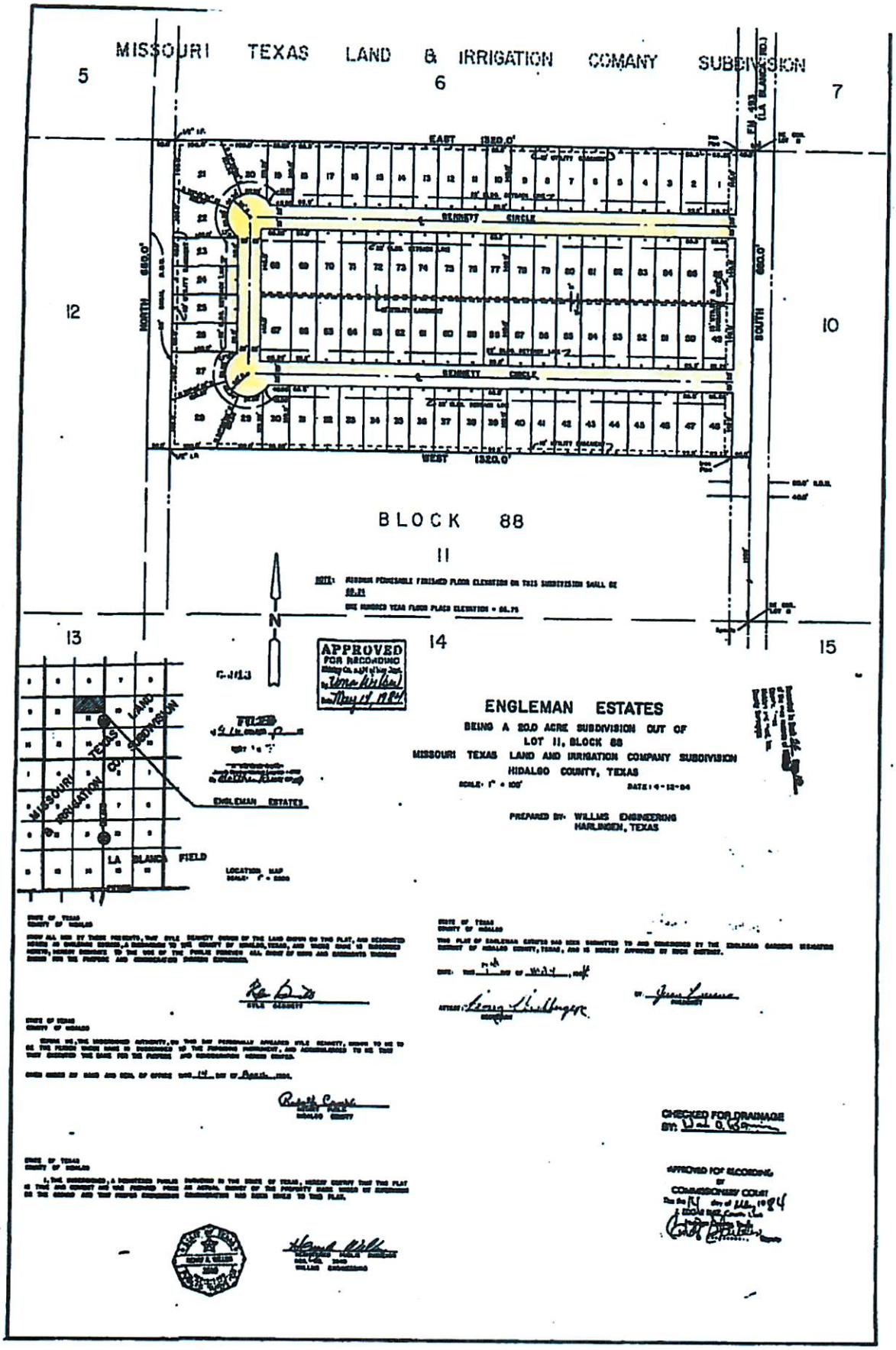
**Attorney, appraisal, and filing fees are not included in this estimate

Contingencies		
10% of the sum of Professional, Construction and ROW Costs	$	19,878.03

Total Roadwork	$ 155,607.53	Cost per mi this pro	$ 63.77
Total Drainage	$ 43,954.00	Allowable per mile	$ 94.70
Project Total	$ 199,561.53	Allowable this proj.	$ 231,060.61

Attachment C:
Location Map

Attachment D:
Subdivision Plat



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Attachment E:
Photographs

Engleman Estates



0 265 530 1,060 1,590 2,120 Feet

J.E. SAENZ & ASSOCIATES, INC.

ENGLEMAN ESTATES



ENGLEMAN ESTATES



ENGLEMAN ESTATES



ENGLEMAN ESTATES



Attachment F:
School District Bus Route Correspondence

EDINBURG
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Drawer 990
Edinburg, Texas 78540
Phone: (956) 289-2300
Fax: (956) 383-3576

September 27, 2004

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer 1IF
Pharr TX 78577

RE: Border Colonia Access Program – Bus Route Designations

Dear Mr. Foster:

Our school district serves the residents in the colonias identified on the attached printout. (Exhibit A)

This district is responsible for the transportation of the children of these colonias to and from their respective schools throughout our District. Road conditions in these colonias limit the ability of our transportation personnel to reach the children of the colonias creating a hardship on these families to get their children to school.

Currently the public streets in these colonias serve as bus routes where our buses can maneuver. Those areas that are not bus accessible are not served, but if the roadways are improved our bus routes would extend into the colonias to serve the children of the area. The paving of roadways in the attached list of colonias would greatly enhance and expand our capability to serve the children of the Colonias.

Thank you in advance for your assistance and should you have any questions or require further information please do not hesitate to contact me at (956) 316-7200.

Sincerely,

José Luis Salinas

J.L. Salinas Interim Superintendent
Edinburg Consolidated Independent School District

CC: Mr. Jaime Ortiz, Colonia Access Program
Project Files

BY Ygalue

It is the policy of Edinburg C.I.S.D. not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs
Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, impedido, raza, color, origen nacional, o por desventajas dentro de sus

COLONIA ACCESS PROGRAM ROUND II

	SUBDIVISION	LOCATED	ECONOMICALLY DISTRESSED	NOTES	# OF RDS	CONSTRUCTION
1	CALMA ESTATES #2	W. OF WARE RD , N OF MILE 8.5	M1080129	CALMA STREET (1-H RD NATALIA ST.)	2	PARTIAL RECONSTUCTION
2	CALMA ESTATES #3	W. OF WARE RD , N OF MILE 8.5	M1080130	CARMEN AVENUE (1-H RD NATALIA ST)	2	PARTIAL RECONSTUCTION
3	CITRUS CITY LAKE #1 S.D	E. OF WARE RD, N. OF MILE 6	M1080155	ELLIS DRIVE	1	PARTIAL RECONSTUCTION
4	ENGLEMAN ESTATES S.D.	N. OF MILE 19, W. OF FM 493	M1080260	BENNET CIRLE (U-SHAPED)	1	PARTIAL RECONSTUCTION
5	LAS BRISAS S.D.	N. 83, N. OF ST HWY 107	M1080406	LAS BRISAS CIRCLE	1	PARTIAL RECONSTUCTION
6	RAMBO ESTATES S.D.	E. OF TOWER, N. OF MILE 17.5	M1080585	RAMBO DRIVE	1	PARTIAL RECONSTUCTION
7	L & R GARZA	S. OF FM 107 & W. SIDE OF LA LOMITA	M1080363	LALOMITA ROAD	1	PARTIAL RECONSTUCTION
8	PALMA S D	E OF ALAMO, S. OF RICHARDSON	M1080541	ZENON MOYA DRIVE	1	PARTIAL RECONSTUCTION
9	PALMA S.D. #2	E. OF ALAMO, S. OF RICHARDSON	M1080543	ELIZABETH MOYA LANE	1	PARTIAL RECONSTUCTION
10	BAR VI S.D.	N. ROGERS NEXT TO ZAVALA SCHOOL	M1080070	PABLO & JUAN STREETS (1-H ROAD EFRAIN)	3	PAVEMENT
11	CALMA ESTATES	W. OF WARE RD, N. OF MILE 8.5	M1080128	CALMA STREET	1	PAVEMENT
12	MORNINGSIDE ESTATES	S.W. CORNER OF WISCONSIN & C.C.	M1080482	UNNAMED STREET	1	PAVEMENT & DRAINAGE
13	N. ALAMO TERRACE S.D.	E. OF ALAMO, N. OF ALBERTA	M1080903	BEAUMONT & AUSTIN (2 H-ROADS CHICAGO & DALLAS)	4	PAVEMENT
14	RENA RAE S.D.	S.E. CORNER OF SCHUMER & CC	M1080612	RENARAE & RAE STREETS	2	PAVEMENT
15	SEMINARY VILLAGE S.D.	SEMINARY 2 MILES N. OF 1925	M1080657	VILLAGE DRIVE	1	PAVEMENT
16	VILLA DEL MUNDO S.D.	W. OF I ROAD, N. OF OWASSA	M1080785	PALM CIRCLE (U-SHAPED) & (1-H RD ROLAND DR.)	2	PAVEMENT
17	WARE COUNTRY	N. OF MILE 8.5 W. OF WARE RD	M1080793	NO NAME ROAD	1	PAVEMENT
18	COLONIA BIG 5 S.D	N. OF F.M.. 1925	M1080167	2 NO NAME ROADS (1-H ROAD) MAP NOT CLEAR	3	PAVEMENT
19	BIG 5 ROAD	N. OF F.M.. 1925	NO	ONLY ROAD LEADING TO SUBDIVISION (#20)	1	PAVEMENT
20	PALM LAKE S.D.	W. OF SEMINARY, N. OF F.M.. 1925	NO	NO NAME ROAD (3 H-ROADS 1ST, 2ND & 3RD STREET)	4	PAVEMENT

Pct 3. 3rd call alloc project - awarded but cancelled during mitred redef.

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

Jardin Terrace Subdivision M1080348 ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

0.298 miles

Paving: _____ **Repaving :** 1500 L.F

860 L.F.-15" ADS Culvert Pipe

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

to visit 1-04-12

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $142,044.99 ✓ **Total Drainage Cost:** $55,600.00 ✓
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $197,644.99 ✓

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT "A"

Description of Work Proposed

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Jardin Terrace Subdivision (EDAP #M1080348) project consists of approximately 1500 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Jardin Terrace Subdivision consists of 1 interior road(s) and approximately 1500 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Mahala Drive. The proposed project provides the Colonias Residents necessary access to Glasscock Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

ATTACHMENT "B"

Quantity Estimates

Attachment "B"

Colonia Name	Jardin Terrace Subdivision		
Street(s) Name	Mahala Drive		
EDAP Number	M1080348		
Length of proposed roadway		1500 FT	Existing 50-ft ROW
Proposed Roadway Travel lane 10 min and one 1 curb off set min		24 FT B-B	2-12' proposed lane
# of Parcels to be acquired		0	
Estiamted Cost of Land to be acquired		$ -	

Estimated Quantities Roadway

Preparing ROW	15	STA	$ 1,000.00		$ 15,000.00
8" Flex Base (Compl in place) (TY E GR 4)	5032	SY	$ 7.25		$ 36,482.00
Reworking Base Material (DC)(TY D CL6)	5032	SY	$ 2.00		$ 10,064.00
ASPH Material (MC-30)	1006	GAL	$ 5.00		$ 5,030.00
ASPH Conc (TY D)(1 1/2")	4345	SY	$ 8.75		$ 38,018.75
Barricades, Sign and Traffice Handling	2	MO	$ 1,000.00		$ 2,000.00
Turnouts (ASPH-CONC-PAV)(PB-2)	40	SY	$ 15.00		$ 600.00
Relocate Mail Boxes	0	LS	$ 5,000.00		$ 5,000.00
					$ -

Estimated Quantities Drainage

Driveway (ASPH-CONC-PAV)(PB-1)	23	EA	$ 500.00		$ 11,500.00
Driveway (Concrete 3000 PSI)	20	EA	$ 1,000.00		$ 20,000.00
15" ADS Culvert Pipe	860	LF	$ 20.00		$ 17,200.00
18" RCP Culvert Pipe	70	LF	$ 50.00		$ 3,500.00
Safety End Treatment	2	EA	$ 800.00		$ 1,600.00
Temporary Sediment Control Fence	360	LF	$ 5.00		$ 1,800.00
		SY			$ -

Professional Costs (% costs may vary from county to county)		
Basic Engineering Services (8.5% of Total Estimated Construction Cost)	$	14,262.55
Special Services		
Design Surveys (2.5% of Total Estimated Construction Cost)	$	4,194.87
Categorical Exclusion (Envtromental Document)		
Material Testing Services (3.5% of Total Estimated Construction Cost)	$	5,872.82
Sub-Total	$	24,330.24
Total Estimated Construction Cost		
Roadway Construction Cost	$	112,194.75
Drainage Estimated Quantities	$	55,600.00
Sub-Total	$	167,794.75
ROW Costs (Land Acquisitions)**		
Estimated cost of Land		
ROW Mapping ($2.00/parcel)		
Sub-Total	$	-
**Attorney, appraisal, and filing fees are not included in this estimate		
Contingencies		
2.87% of the sum of Professional, Construction and ROW Costs	$	5,520.00

Total Roadwork	$	142,044.99	Cost per mi this pro	$ 94.70
Total Drainage	$	55,600.00	Allowable per mile	$ 94.70
Project Total	$	197,644.99	Allowable this proj.	$ 142,045.45

ATTACHMENT "C"

Photographs

ATTACHMENT "C"



Jardin Terrace Subdivision

Mahala Dr.

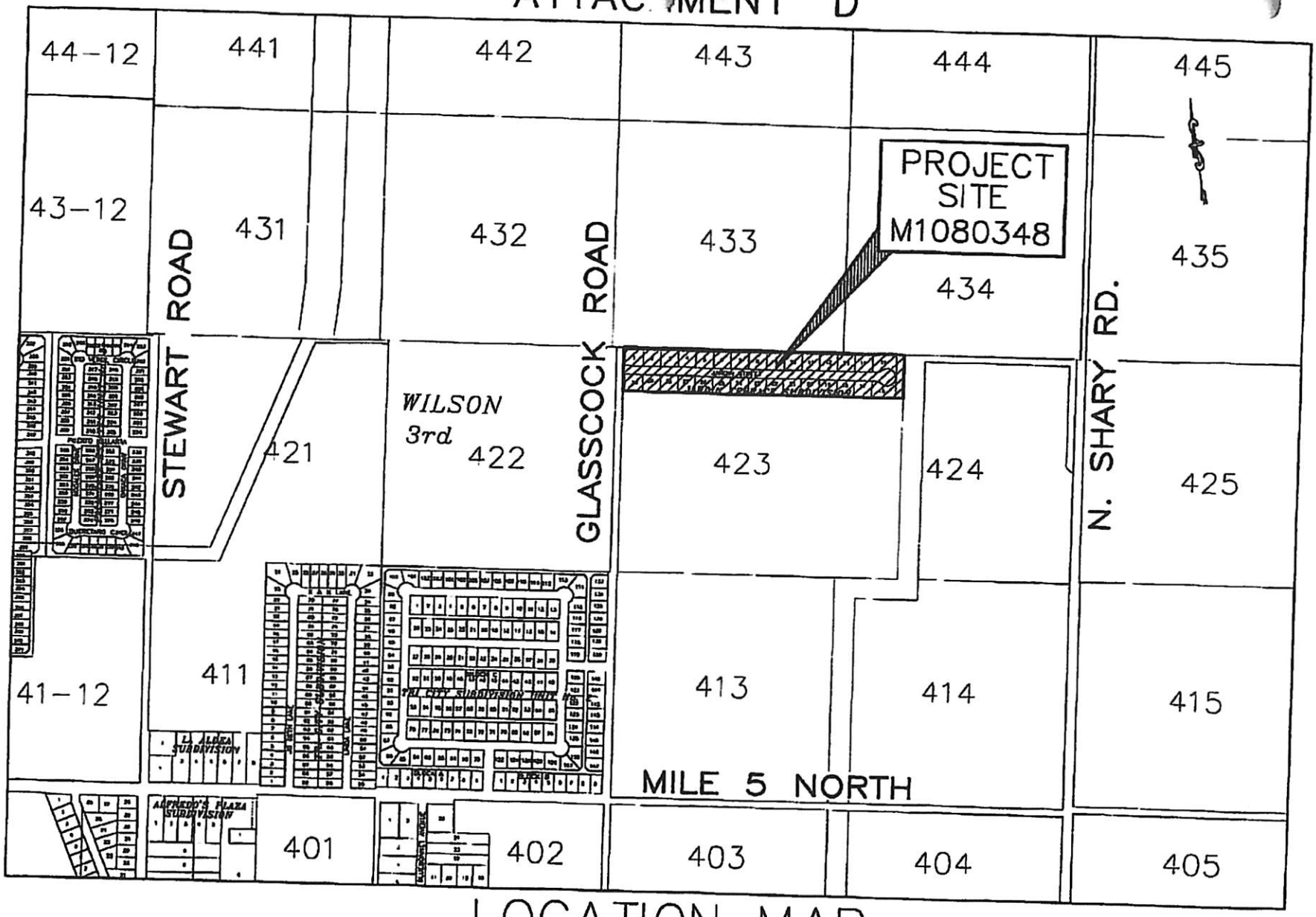
COLONIA ID. No. M1080348

COMMENTS: EXISTING NARROW POORLY PAVED ROADWAY

ATTACHMENT "D"

LOCATION/MAP

ATTACHMENT "D"

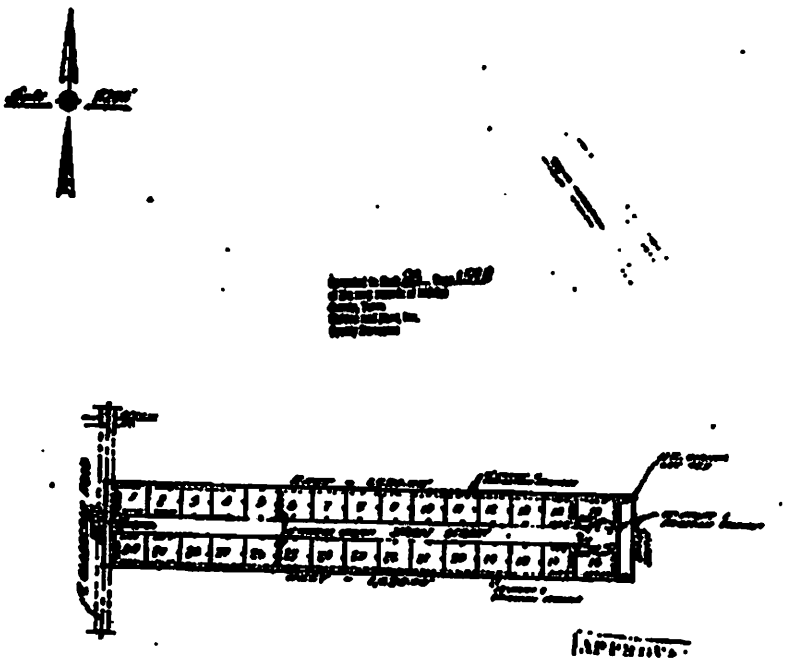


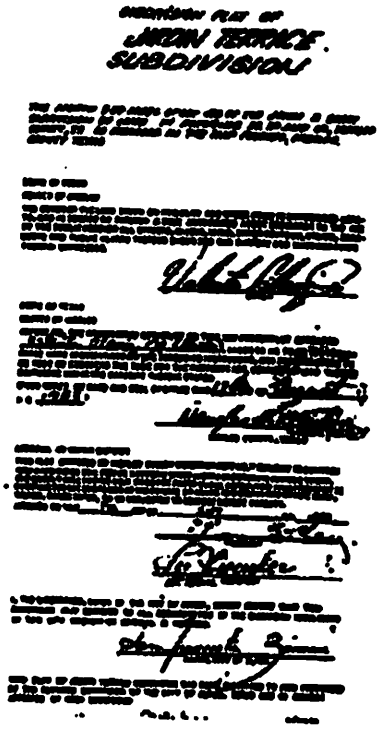
LOCATION MAP
JARDIN TERRACE SUBDIVISION
COLONIA ID. NO. M1080348

ATTACHMENT "E"

Subdivision Plat

Attachment "E"





VOL 23 PG 159-B

ATTACHMENT "F"

District School Bus Route Correspondence

Sharyland Independent School District

1106 N. Shary Road, Mission, Texas 78572-4652
http://www.Sharyland.k12.tx.us
Phone: (956) 580-5200
Fax: (956) 585-2972

Board of Trustees
Paul R. Rodriguez - President
Guillermo Reyna, C.P.A. - Vice Pres.
Juan F. Zuniga. - Secretary
Fernando Ramirez - Asst. Sec.
Suzanne Pena - Member
Rolando Pena - Member
Dr. Noel O. Garza - Member

"To Better Serve All Students"

Administration
Scott B. Owings
Superintendent
Jesse Muñiz
Assistant Superintendent
Business and Finance

March 25, 2008

ATTACHMENT "F"

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr TX 78577

RE: Border Colonia Access Program – Bus Route Designations

Dear Mr. Foster:

Our school district serves the following residents in the colonias identified below:

Colonia	T.W.D.B. ID #
Basham #14	M1080079
Jardin Terrace Subdivision	M1080348

This district is responsible for the transportation of the children of these colonias to and from their respective schools throughout our District. Road conditions in these colonias limit the ability of our transportation personnel to reach the children of the colonia creating a hardship on these families to get their children to school.

Currently the public streets in these colonias serve as bus routes where our buses can maneuver. Those areas that our buses are not accessible are not served, but if the roadways were improved our bus routes would extend into the colonias to serve the children of the area. The paving of roadways in the above-identified colonias would greatly enhance and expand our capability to serve the children of the Colonias.

Thank you in advance for your assistance and should you have any questions or require further information please do not hesitate to contact me at (956) 580-5200.

Sincerely,

Scott B Owings

Mr. Scott Owings, Superintendent
Sharyland I.S.D.

CC: Mr. Agapito Vargas Jr., Executive Director Hidalgo County Colonia Access Program
Project Files

SISD does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities

Pct 1. 3rd call competitive application - not awarded

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

La Milpa (M1080388) ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

site visit 01-04-12

Paving: 0.149 mi **Repaving :** ~~0.149 (mi)~~

Drainage: Pipe 18"-160', 24"-100', 30"-60' Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $59,864.79 ✓ Total Drainage Cost: $39,520.00 ✓
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $99,384.79 ✓

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008.**

ATTACHMENT A
Description of Work Proposed

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The La Milpa Subdivision (EDAP #M1080388) project consists of approximately 790 l.f. of repaving with a proposed typical road section of 6 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia La Milpa Subdivision consists of 1 interior road(s) and approximately 790 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Fresno Road(s). The proposed project provides the Colonias Residents necessary access to Mile 6 North a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

ATTACHMENT B
Quantity Estimates

Attachment "B"

Colonia Name	**La Milpa**
Street(s) Name	Fresno
EDAP Number	M1080388

Length of proposed roadway: 790 FT — Existing 40-ft ROW

Proposed Roadway Travel lane 12 min and one 1 curb off set min: 24 Ft E-E — 2-12' proposed lane

# of Parcels to be acquired: 0

Estiamted Cost of Land to be acquired: $ -

Estimated Quantities Roadway

ACP 1 1/2 Inch, Complete in Place	2110	SY	$ 10.00		$ 21,100.00
lex Base Material (6"), Complete in Place	410	CY	$ 8.50		$ 3,485.00
" Sub-Grade Preparation 2/ EN1	2460	SY	$ 3.00		$ 7,380.00
N 1 Stabalizer	15	GAL	$ 140.00		$ 2,100.00
raffic Control Plans/Barricades	1	LS	$ 1,500.00		$ 1,500.00
OBILIZATION	1	LS	$ 3,000.00		$ 3,000.00

Estimated Quantities Drainage

torm Water Pollution Prevention Plan/Installation	1	LS	$ 5,000.00		$ 5,000.00
riveways 1 1/2 ACP repairs w/6" Caliche Flex Base	8	EA.	$ 400.00		$ 3,200.00
e Grade Existing Drainage Swales (LT & RT)	8	STA.	$ 200.00		$ 1,600.00
CP 18" (Installed)	160	LF	$ 52.00		$ 8,320.00
CP 24" (Installed)	100	LF	$ 65.00		$ 6,500.00
CP 30" (Installed)	60	LF	$ 90.00		$ 5,400.00
4" Saftey End Treatment (Installed)	6	EA.	$ 1,200.00		$ 7,200.00
'X4' Inlet Type "A" Grated	1	EA.	$ 2,300.00		$ 2,300.00

rofessional Costs (% costs may vary from county to county)

asic Engineering Services (8.5% of Total stimated Construction Cost)	$	6,637.23
pecial Services esign Surveys (2.5% of Total Estimated onstruction Cost)	$	1,952.13
ategorical Exclusion (Enviromental Document)		
laterial Testing Services (3.5% of Total Estimated onstruction Cost)	$	2,732.98
Sub-Total	**$**	**11,322.33**

otal Estimated Construction Cost

oadway Construction Cost	$	38,565.00
rainage Estimated Quantities	$	39,520.00
Sub-Total	**$**	**78,085.00**

OW Costs (Land Acquisitions)**

stimated cost of Land		
OW Mapping ($2,00/parcel)		
Sub-Total		

Attorney, appraisal, and filing fees are not included in this estimate

ontingencies)% of the sum of Professional, Construction and OW Costs	$	9,977.47

Total Roadwork	$ 59,864.79	Cost per mi this proj	$	75.78
Total Drainage	$ 39,520.00	Allowable per mile	$	94.70
Project Total	$ 99,384.79	Allowable this proj.	$	74,810.61

ATTACHMENT C
Photographs



Fresno Street (La Milpa Subdivision)


LA MILPA SUBDIVISION (FRESNO ST.) NORTH BOUND 12-08-11


LA MILPA SUBDIVISION (FRESNO ST.) SOUTH BOUND 12-08-11


LA MILPA SUBDIVISION (FRESNO ST) NORTH BOUND 12-08-11


LA MILPA SUBDIVISION (FRESNO ST.) SOUTH BOUND 12-08-11

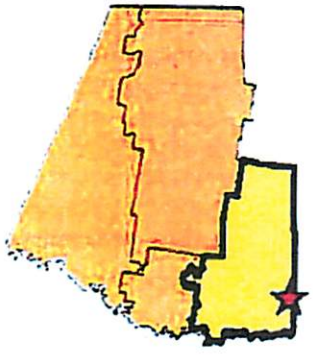
ATTACHMENT D
LocationMap



LA MILPA

Colonia Number 1.093

Hidalgo County, Texas
2002





300 0 300 600 Feet

60 0 60 120 Meters

S&B INFRASTRUCTURE, LTD.

Map Number 93


Mile 2 1/2 E
E St
Fresno St
Mile 6 Rd N
Vera Ln
© 2011 Google
© 2011 INEGI
© 2011 Europa Technologies
Google earth
Google earth
feet
meters
1000
500

ATTACHMENT E
Subdivision Plat

LA MILPA SUBDIVISION

LA MILPA SUBDIVISION, BEING A RE-SUBDIVISION OF THE SOUTH 806.7 FEET OF THE EAST 108.0 FEET OF THE WEST 378.0 FEET OF THE WEST 17.12 ACRES OF DOT 14, BLOCK 28, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS

FILED FOR RECORD THIS DATE
At 1:01 o'clock P.M.
MAR 7 1982
SANTOS SILOMA
By _____ Deputy

State of Texas,
County of Hidalgo;

KNOWN ALL MEN BY THESE PRESENTS, THAT WE ANTONIO ELIZONDO AND LUCIA ELIZONDO OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY APPROVE ACCEPT AND ADOPT THE ACCOMP ACCOMPANING MAP OF SAID SUBDIVISION.

ANTONIO ELIZONDO

LUCIA ELIZONDO

State of Texas,
County of Hidalgo;

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANTONIO ELIZONDO AND LUCIA ELIZONDO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF March 1982.

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS.

State of Texas,
County of Hidalgo;

I, ELOY VERA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM INFORMATION SUPPLIED TO ME BY THE OWNERS.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF March, 1982.

ELOY VERA, P.E.
REGISTERED PUBLIC SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF March, 1982.

NOTARY PUBLIC, HIDALGO CO. TEXAS

APPROVAL BY WATER DISTRICT:

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. _____ ON THIS _____ DAY OF _____ A.D. 19____.

PRESIDENT

SECRETARY

APPROVE IN OPEN COUNTY COMMISSIONERS COURT THIS 16th DAY OF March A.D. 1982

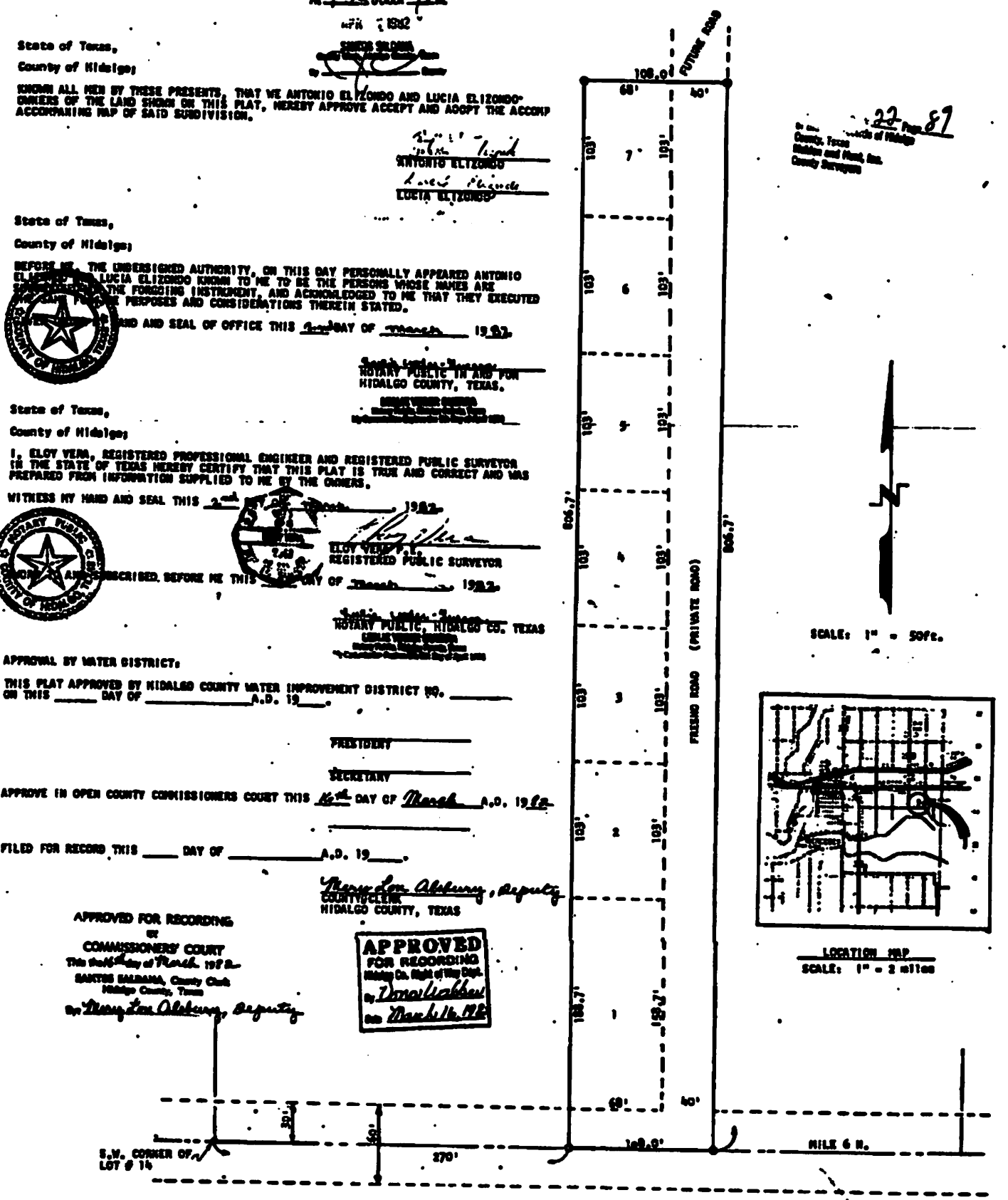
FILED FOR RECORD THIS _____ DAY OF _____ A.D. 19____.

COUNTY CLERK
HIDALGO COUNTY, TEXAS

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 16th day of March 1982
SANTOS SILOMA, County Clerk
Hidalgo County, Texas
By _____ Deputy

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Donald Ebbert
Date March 16, 1982

Vol. 22 Page 87
County, Texas
Surveyors



ATTACHMENT F
District School Bus Route Correspondence

12634

LA MILPA SUBDIVISION

LA MILPA SUBDIVISION, BEING A RE-SUBDIVISION OF THE SOUTH 806.7 FEET OF THE EAST 108.0 FEET OF THE WEST 378.0 FEET OF THE WEST 17.12 ACRES OF OUT 14, BLOCK 28, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS

FILED FOR RECORD THIS DATE
At 1:00 o'clock P.M.
MAR 7 1982
SANTOS SALDAÑA
By _____ Deputy

State of Texas,
County of Hidalgo;

KNOWN ALL MEN BY THESE PRESENTS, THAT WE ANTONIO ELIZONDO AND LUCIA ELIZONDO OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY APPROVE ACCEPT AND ADOPT THE ACCOMP ACCOMPANING MAP OF SAID SUBDIVISION.

Antonio Elizondo
ANTONIO ELIZONDO

Lucia Elizondo
LUCIA ELIZONDO

State of Texas,
County of Hidalgo;

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANTONIO ELIZONDO AND LUCIA ELIZONDO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF March 1982.

NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS.

State of Texas,
County of Hidalgo;

I, ELOY VERA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM INFORMATION SUPPLIED TO ME BY THE OWNERS.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF March, 1982.

ELOY VERA, P.E.
REGISTERED PUBLIC SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF March, 1982.

NOTARY PUBLIC, HIDALGO CO. TEXAS

APPROVAL BY WATER DISTRICT:

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. _____ ON THIS _____ DAY OF _____ A.D. 19____.

PRESIDENT

SECRETARY

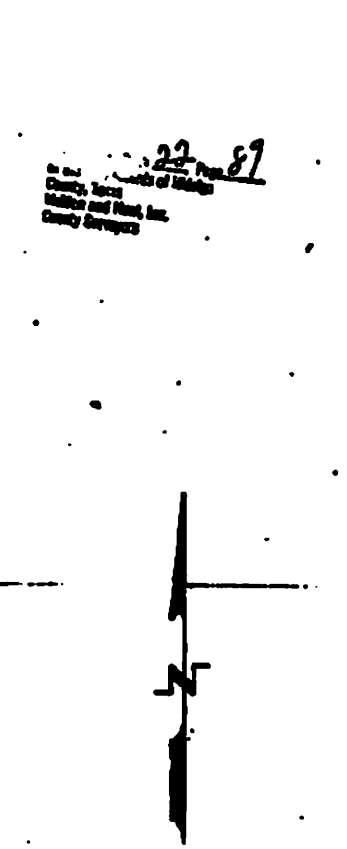
APPROVE IN OPEN COUNTY COMMISSIONERS COURT THIS 15th DAY OF March A.D. 1982

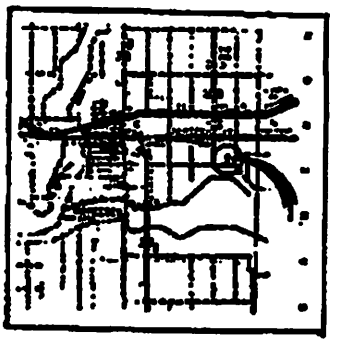
FILED FOR RECORD THIS _____ DAY OF _____ A.D. 19____.

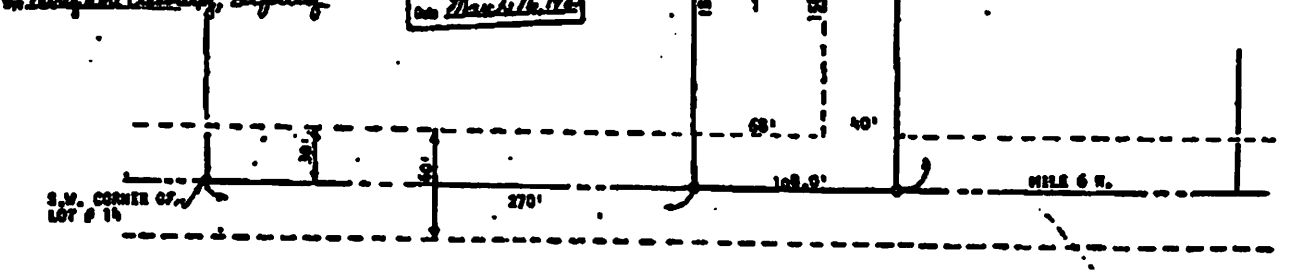
Mary Lou Alaniz, Deputy
COUNTY CLERK
HIDALGO COUNTY, TEXAS

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This 15th day of March 1982.
SANTOS SALDAÑA, County Clerk
Hidalgo County, Texas
By Mary Lou Alaniz, Deputy

APPROVED
FOR RECORDING
Hidalgo Co. Dept. of Eng. Const.
By Dora Gabaldon
Date March 14, 1982







MERCEDES INDEPENDENT SCHOOL DISTRICT
206 EAST 6TH ST. – PO BOX 419
MERCEDES TX 78570
(956) 514-2022 * FAX (956) 514-2032

Office of the Superintendent

March 26, 2008

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr, TX 78577

RE: Border Colonia Access Program - Bus Route Designations

Dear Mr. Foster

Our school district serves the following residents in the colonias identified below:

EDAP #M1080126	Bustamante Subdividion	EDAP #M1080422	Lorenzana
EDAP #M1080215	De Anda	EDAP #M1080181	Saenz
EDAP #M1080238	Eastland Park	EDAP #M1080804	Wes-Mer
EDAP #M1080314	Heidelberg	EDAP #M1080933	Indian Hills West
EDAP #M1080932	Indian Hills East	EDAP #M1080388	La Milpa
EDAP #M1080387	La Mesa	EDAP #M1080691	Southern Valley Est.

This district is responsible for the transportation of the children of these colonias to and from their respective schools throughout our District. Road conditions in these colonias limit the ability of our transportation personnel to reach the children of the colonias, creating a hardship on these families to get their children to school.

Currently the public streets in these colonias serve as bus routes where our buses can maneuver. Those areas that our buses are not accessible are not served, but if the roadways are improved our bus routes would extend into the colonias to serve the children of the area. The paving of roadways in the above identified colonias would greatly enhance and expand our capability to serve the children of the colonias.

Thank you in advance for your assistance and should you have any questions or require further information please do not hesitate to contact me at (956) 514-2022.

Sincerely,

Walter N. Watson
Superintendent of Schools

CC: Mr. Agapito Vargas, Colonia Access Program Director
Project Files

awarded but cancelled 3rd call allocation project

TEXAS DEPARTMENT OF TRANSPORTATION

3rd Call Border Colonia Access Program

2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

Ramirez Subdivision M1080587
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

avail 02-09-12

Type of Project and Length in Miles:

0.10 miles

Paving: _____ **Repaving :** 550 L.F

300 L.F.-15"ADS Culvert Pipe

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$52,083.33~~ 46,753.53 Total Drainage Cost: ~~$24,600.00~~
(Include Management, Engineering Design, and Inspection, etc) 46,753.53

Total Estimate of the Project Costs: ~~$76,683.33~~ **(The County will cover the additional cost from BCAP project underruns)**

Award reduced to match available un-programmed 3rd call Balance - Feb. 2012

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008.**

Attachment "B"

Colonia Name	Ramirez Subdivision		
Street(s) Name	19th St.		
EDAP Number	M1080587		
Length of proposed roadway	550 FT	Existing 50-ft ROW	
Proposed Roadway Travel lane 10 min and one 1 curb off set min	24 FT B-B	2-12' proposed lane	
# of Parcels to be acquired	0		
Estiamted Cost of Land to be acquired	$ -		

Estimated Quantities Roadway

Preparing ROW	5.5	STA	$ 1,000.00		$ 5,500.00
8" Flex Base (Compl in place) (TY E GR 4)	2233	SY	$ 7.25		$ 16,189.25
Reworking Base Material (DC)(TY D CL6)	2233	SY	$ 2.00		$ 4,466.00
ASPH Material (MC-30)	447	GAL	$ 5.00		$ 2,235.00
ASPH Conc (TY D)(1 1/2")	1948	SY	$ 8.75		$ 17,018.75
Barricades, Sign and Traffice Handling	2	MO	$ 1,000.00		$ 2,000.00
Turnouts (ASPH-CONC-PAV)(PB-2)	40	SY	$ 15.00		$ 600.00
Temporary Sediment Control Fence	180	LF	$ 5.00		$ 900.00
Relocate Mail Boxes	0	LS	$ 5,000.00		$ 5,000.00
					$ -

Estimated Quantities Drainage

Driveway (ASPH-CONC-PAV)(PB-1)	3	EA	$ 500.00		$ 1,500.00
Driveway (Concrete 3000 PSI)	12	EA	$ 1,000.00		$ 12,000.00
15" ADS Culvert Pipe	300	LF	$ 20.00		$ 6,000.00
18" RCP Culvert Pipe	70	LF	$ 50.00		$ 3,500.00
Safety End Treatment	2	EA	$ 800.00		$ 1,600.00
		EA	$ -		$ -
		CY	$ -		$ -

Professional Costs (% costs may vary from county to county)

Basic Engineering Services (6.5% of Total Estimated Construction Cost)	$	6,673.27
Special Services		
Design Surveys (2.5% of Total Estimated Construction Cost)	$	1,962.73
Categorical Exclusion (Enviromental Document)		
Material Testing Services (3.5% of Total Estimated Construction Cost)	$	2,747.82
Sub-Total	$	11,383.81

Total Estimated Construction Cost

Roadway Construction Cost	$	53,909.00
Drainage Estimated Quantities	$	24,600.00
Sub-Total	$	78,509.00

ROW Costs (Land Acquisitions)**

Estimated cost of Land		
ROW Mapping ($2.00/parcel)		
Sub-Total	$	-

**Attorney, appraisal, and filing fees are not included in this estimate

Contingencies
10% of the sum of Professional, Construction and ROW Costs

Total Roadwork	$	52,083.33	Cost per mi this pro	$	94.70
Total Drainage	$	24,600.00	Allowable per mile	$	94.70
Project Total	$	76,683.33	Allowable this proj.	$	52,083.33

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Ramirez Subdivision (EDAP #M1080587) project consists of approximately 550 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Ramirez Subdivision consists of 1 interior road(s) and approximately 550 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of 19th Street. The proposed project provides the Colonias Residents necessary access to Moorefield Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

ATTACHMENT "C"

Photographs

ATTACHMENT "C"



Ramirez Subdivision

19th Street

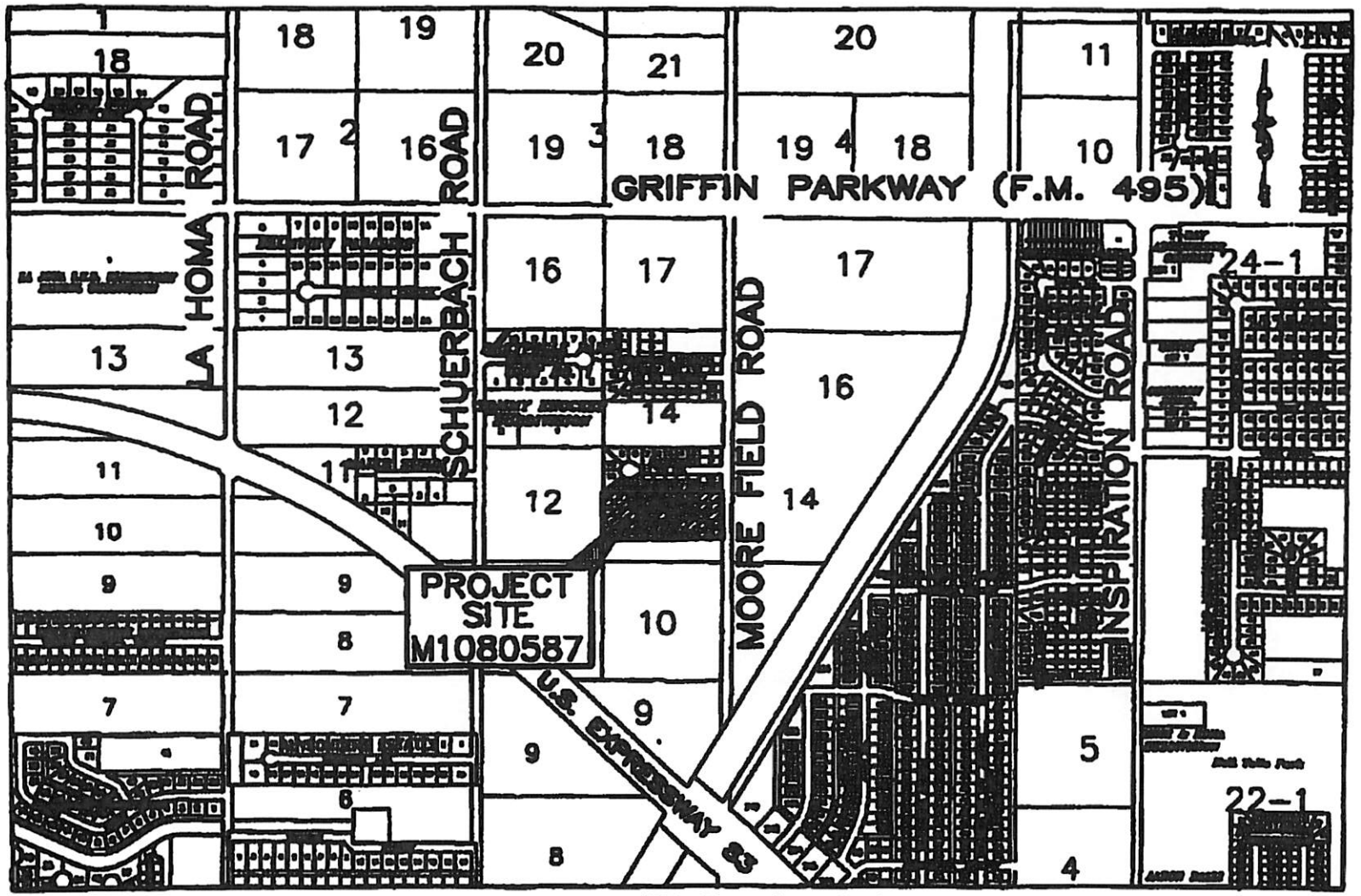
COLONIA ID. No. M1080587

COMMENTS: EXISTING NARROW POORLY PAVED ROADWAY

ATTACHMENT "D"

LOCATION/MAP

ATTACHMENT "D"



LOCATION MAP

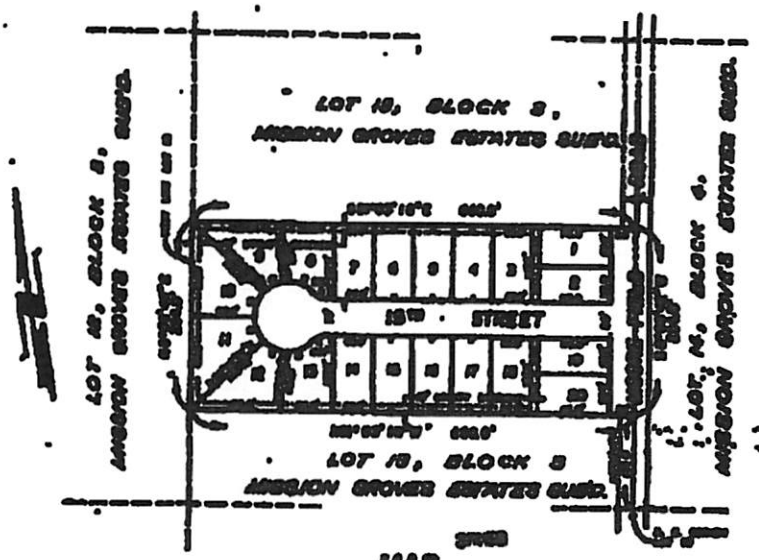
RAMIREZ SUBDIVISION

COLONIA ID. NO. M1080587

ATTACHMENT "E"

Subdivision Plat

Attachment "E"



MAP

RAMIREZ SUBDIVISION

APPROVED

VOL. 21 PAGE 150

ATTACHMENT "F"

District School Bus Route Correspondence

ATTACHMENT "F"

La Joya
Independent School District
Superintendent of Schools
201 East Expressway 83, La Joya, TX 78560
Tel (956) 580-5000 Fax (956) 580-5444

Board of Trustees
Rita Garza-Uresti, *President*
Jose A. "Fito" Salinas, *Vice-President*
Johnn Valente Alaniz, *Secretary*
Joe Aguilar, *Member*
Arturo Gonzalez, Jr., *Member*
Joel Garcia, *Member*
Elma Garza, *Member*

March 25, 2008

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr TX 78577

RE: Border Colonia Access Program – Bus Route Designations

Dear Mr. Foster:

Our school district serves the following residents in the colonias identified below:

Colonia	T.W.D.B. ID #
Ariel Hinojosa	M1080055
Basham #18	M1080082
Benavides Subdivision No. 2	M1080097
Blue Star Enterprises Subdivision No. 2	M1080111
Casa De Los Vecinos Subdivision	M1080141
Havana Lomas Subdivision No. 4	M1080310
Havana Lomas Subdivision No. 5	M1080311
Hilda Subdivision No. 2	M1080324
King Ranch Subdivision	M1080357
La Hermosa Subdivision	M1080375
La Homa Groves Estates	M1080380
La Suena Subdivision	M1080397
Las Cuevas	M1080409
Loma Linda Heights Subdivision	M1080421
Ramirez Subdivision	M1080587
Ramirez Subdivision No. 2	M1080588
Ramirez Subdivision No. 3	M1080589
Randolph Barnett Subdivision	M1080600
Regal Estates	M1080606

This district is responsible for the transportation of the children of these colonias to and from their respective schools throughout our District. Road conditions in these colonias limit the ability of our transportation personnel to reach the children of the colonia creating a hardship on these families to get their children to school.

Currently the public streets in these colonias serve as bus routes where our buses can maneuver. Those areas that our buses are not accessible are not served, but if the roadways were improved our bus routes would extend into the colonias to serve the children of the area. The paving of roadways in the above-identified colonias would greatly enhance and expand our capability to serve the children of the Colonias.

Thank you in advance for your assistance and should you have any questions or require further information please do not hesitate to contact me at (956) 580-6050.

Sincerely,

Dr. Alda T. Benavides, Superintendent
La Joya I.S.D.

CC: Mr. Agapito Vargas Jr., Executive Director Hidalgo County Colonia Access Program
Project Files

awarded but cancelled 3rd call allocation project

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — Nominating County

District 21 — TxDOT District

Ramirez Subdivision No.2 ✓ M1080588 ✓ — Name of Colonia & Texas Water Development Board ID#

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

site visit 02-09-12

Type of Project and Length in Miles: 0.1 miles

Paving: 540 L.F.-15" ADS Culvert Pipe **Repaving :** 550 L.F

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe Curb & Gutter

Culverts Detention Pond

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$52,083.33~~ 50,000.00 Total Drainage Cost: $41,700.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: ~~$93,783.33~~ 91,700.00

exceeds $500,000/mile cap on Roadway costs

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes ____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Attachment "B"

Colonia Name	Ramirez Subdivision No.2	
Street(s) Name	20th St.	
EDAP Number	M1080588	
Length of proposed roadway	550 FT	Existing 50-ft ROW
Proposed Roadway Travel lane 10 min and one 1 curb off set min	24 FT B-B	2-12' proposed lane
# of Parcels to be acquired	0	
Estiamted Cost of Land to be acquired	$ -	

Estimated Quantities Roadway

Preparing ROW	5.5	STA	$ 1,000.00		$ 5,500.00
8" Flex Base (Compl in place) (TY E GR 4)	2233	SY	$ 7.25		$ 16,189.25
Reworking Base Material (DC)(TY D CL6)	2233	SY	$ 2.00		$ 4,466.00
ASPH Material (MC-30)	447	GAL	$ 5.00		$ 2,235.00
ASPH Conc (TY D)(1 1/2")	1945	SY	$ 8.75		$ 17,018.75
Barricades, Sign and Traffice Handling	2	MO	$ 1,000.00		$ 2,000.00
Turnouts (ASPH-CONC-PAV)(PB-2)	40	SY	$ 15.00		$ 600.00
Relocate Mail Boxes	0	LS	$ 5,000.00		$ 5,000.00
					$ -

Estimated Quantities Drainage

Driveway (ASPH-CONC-PAV)(PB-1)	15	EA	$ 500.00		$ 7,500.00
Driveway (Concrete 3000 PSI)	12	EA	$ 1,000.00		$ 12,000.00
15" ADS Culvert Pipe	540	LF	$ 20.00		$ 10,800.00
18" RCP Culvert Pipe	70	LF	$ 50.00		$ 3,500.00
Safety End Treatment	2	EA	$ 800.00		$ 1,600.00
CONC Driveway (8X24)	6	EA	$ 900.00		$ 5,400.00
Concret Rip Rap (Class "B")		CY	$ 150.00		$ -
Temporary Sediment Control Fence	150	LF	$ 5.00		$ 900.00

Professional Costs (% costs may vary from county to county)		
Basic Engineering Services (8.5% of Total Estimated Construction Cost)	$	8,050.27
Special Services		
Design Surveys (2.5% of Total Estimated Construction Cost)	$	2,367.73
Categorical Exclusion (Enviromental Document)		
Material Testing Services (3.5% of Total Estimated Construction Cost)	$	3,314.82
Sub-Total	$	13,732.81
Total Estimated Construction Cost		
Roadway Construction Cost	$	53,009.00
Drainage Estimated Quantities	$	41,700.00
Sub-Total	$	94,709.00
ROW Costs (Land Acquisitions)**		
Estimated cost of Land		
ROW Mapping ($2.00/parcel)		
Sub-Total	$	-

**Attorney, appraisal, and filing fees are not included in this estimate

Contingencies		
10% of the sum of Professional, Construction and ROW Costs		

Total Roadwor	$	66,741.81	Cost per mi this prc	$	121.35
Total Drainage	$	41,700.00	Allowable per mile	$	94.70
Project Total	$	108,441.81	Allowable this proj.	$	52,083.33

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Ramirez Subdivision No.2 (EDAP #M1080588) project consists of approximately 550 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Ramirez Subdivision No.2 consists of 1 interior road(s) and approximately 550 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of 20th Street. The proposed project provides the Colonias Residents necessary access to Moorefield Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

ATTACHMENT "C"

Photographs

ATTACHMENT "C"



Ramirez Subdivision Unit No. 2

20th Street

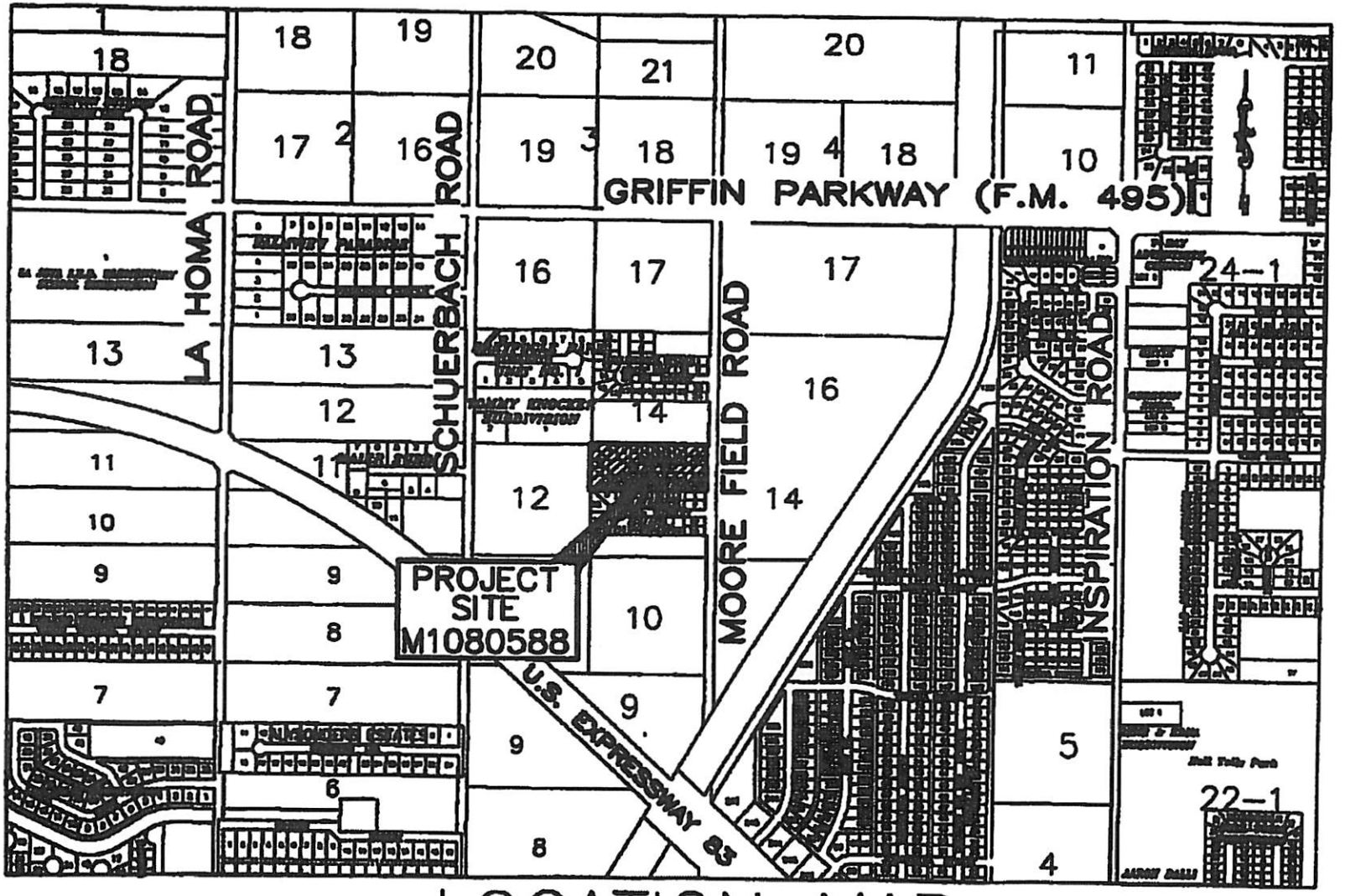
COLONIA ID. No. M1080588

COMMENTS: EXISTING NARROW POORLY PAVED ROADWAY

ATTACHMENT "D"

LOCATION/MAP

ATTACH...2NT "D"



LOCATION MAP

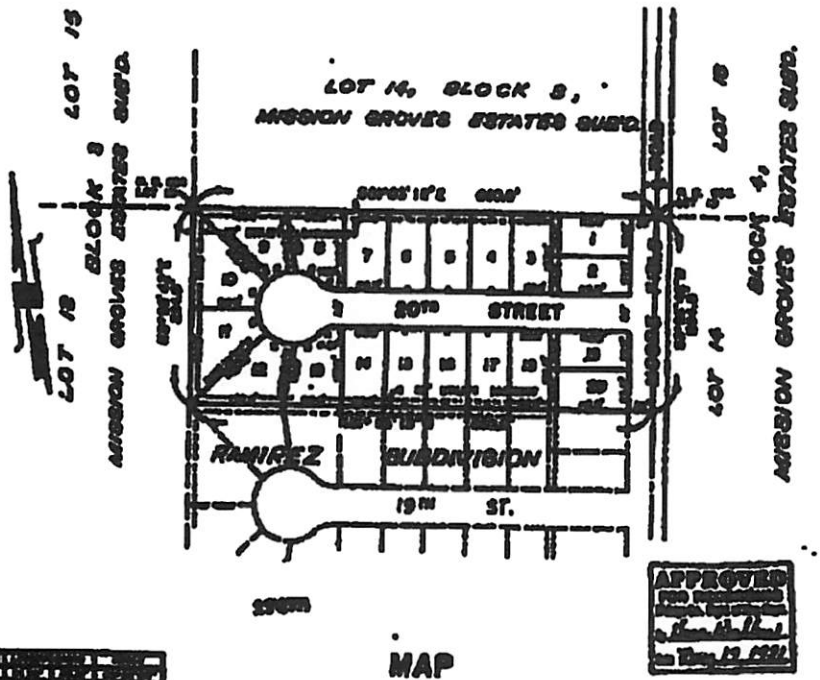
RAMIREZ SUBDIVISION UNIT No. 2

COLONIA ID. NO. M1080588

ATTACHMENT "E"

Subdivision Plat

Attachment "E"



MAP
OF
RAMIREZ SUBDIVISION
UNIT No. 2

BEING A SUBDIVISION OF THE SOUTH 200.0 FT. OF LOT 15, BLOCK 3, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS

VOL. 21 PAGE 180

ATTACHMENT "F"

District School Bus Route Correspondence

ATTACHMENT "F"

La Joya
Independent School District
Superintendent of Schools
201 East Expressway 83, La Joya, TX 78560
Tel (956) 580-5000 Fax (956) 580-5444

Board of Trustees
Rita Garza-Uresti, *President*
Jose A. "Fito" Salinas, *Vice-President*
Johnn Valente Alaniz, *Secretary*
Joe Aguilar, *Member*
Arturo Gonzalez, Jr., *Member*
Joel Garcia, *Member*
Elma Garza, *Member*

March 25, 2008

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr TX 78577

RE: Border Colonia Access Program – Bus Route Designations

Dear Mr. Foster:

Our school district serves the following residents in the colonias identified below:

Colonia	T.W.D.B. ID #
Ariel Hinojosa	M1080055
Basham #18	M1080082
Benavides Subdivision No. 2	M1080097
Blue Star Enterprises Subdivision No. 2	M1080111
Casa De Los Vecinos Subdivision	M1080141
Havana Lomas Subdivision No. 4	M1080310
Havana Lomas Subdivision No. 5	M1080311
Hilda Subdivision No. 2	M1080324
King Ranch Subdivision	M1080357
La Hermosa Subdivision	M1080375
La Homa Groves Estates	M1080380
La Suena Subdivision	M1080397
Las Cuevas	M1080409
Loma Linda Heights Subdivision	M1080421
Ramirez Subdivision	M1080587
Ramirez Subdivision No. 2	M1080588
Ramirez Subdivision No. 3	M1080589
Randolph Barnett Subdivision	M1080600
Regal Estates	M1080606

This district is responsible for the transportation of the children of these colonias to and from their respective schools throughout our District. Road conditions in these colonias limit the ability of our transportation personnel to reach the children of the colonia creating a hardship on these families to get their children to school.

Currently the public streets in these colonias serve as bus routes where our buses can maneuver. Those areas that our buses are not accessible are not served, but if the roadways were improved our bus routes would extend into the colonias to serve the children of the area. The paving of roadways in the above-identified colonias would greatly enhance and expand our capability to serve the children of the Colonias.

Thank you in advance for your assistance and should you have any questions or require further information please do not hesitate to contact me at (956) 580-6050.

Sincerely,

Dr. Alda T. Benavides, Superintendent
La Joya I.S.D.

CC: Mr. Agapito Vargas Jr., Executive Director Hidalgo County Colonia Access Program
Project Files

Rct 3. Awarded 3rd call allocation project canceled in initial redelineation

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

Ramirez Subdivision No.3 M1080589 ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

e: 1st visit 01-04-8

Type of Project and Length in Miles:

0.142 miles

Paving: _____ **Repaving :** 750 L.F

Drainage: Pipe 520 L.F.-15" ADS Culvert Pipe 70 L.F.-18" RCP Culvert Pipe Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$71,098.40~~ $71,000.00 Total Drainage Cost: $34,650.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: ~~$105,748.40~~ ~~105,671.83~~ $105,650.00 -exceeds 500K/mile cap on RW costs

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____Yes____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Ramirez Subdivision No.3 (EDAP #M1080589) project consists of approximately 750 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Ramirez Subdivision No.3 consists of 1 interior road(s) and approximately 750 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of 22nd Street. The proposed project provides the Colonias Residents necessary access to Moorefield Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

ATTACHMENT "B"

Quantity Estimates

Attachment "B"

Colonia Name	Ramirez Subdivision No.3		
Street(s) Name	22nd St.		
EDAP Number	M1080589		
Length of proposed roadway		750 FT	Exdsting 50-ft ROW
Proposed Roadway Travel lane 10 min and one 1 curb off set min		20 FT B-B	2-12' proposed lane
# of Parcels to be acquired		0	
Estiamted Cost of Land to be acquired		$ -	

Estimated Quantities Roadway

Preparing ROW	7.5	STA	$ 1,000.00		$ 7,500.00
8" Flex Base (Compl in place) (TY E GR 4)	2855	SY	$ 7.25		$ 20,698.75
Reworking Base Material (DC)(TY D CL6)	2855	SY	$ 2.00		$ 5,710.00
ASPH Material (MC-30)	571	GAL	$ 5.00		$ 2,855.00
ASPH Conc (TY D)(1 1/2")	2478	SY	$ 8.75		$ 21,682.50
Barricades, Sign and Traffice Handling	2	MO	$ 1,000.00		$ 2,000.00
Turnouts (ASPH-CONC-PAV)(PB-2)	40	SY	$ 15.00		$ 600.00
Relocate Mail Boxes	0	LS	$ 3,000.00		$ 3,000.00
		EA			$ -
					$ -

Estimated Quantities Drainage

Driveway (ASPH-CONC-PAV)(PB-1)	16	EA	$ 500.00		$ 8,000.00
Driveway (Concrete 3000 PSI)	10	EA	$ 1,000.00		$ 10,000.00
15" ADS Culvert Pipe	520	LF	$ 20.00		$ 10,400.00
18" RCP Culvert Pipe	70	LF	$ 50.00		$ 3,500.00
Safety End Treatment	2	EA	$ 800.00		$ 1,600.00
Temporary Sediment Control Fence	230	LF	$ 5.00		$ 1,150.00
		CY	$ -		$ -

Professional Costs (% costs may vary from county to county)		
Basic Engineering Services (8.5% of Total Estimated Construction Cost)	$	8,389.18
Special Services		
Design Surveys (2.5% of Total Estimated Construction Cost)	$	2,467.41
Categorical Exclusion (Enviromental Document)		
Material Testing Services (3.5% of Total Estimated Construction Cost)	$	3,454.37
Sub-Total	$	14,310.96
Total Estimated Construction Cost		
Roadway Construction Cost	$	64,048.25
Drainage Estimated Quantities	$	34,650.00
Sub-Total	$	98,698.25
ROW Costs (Land Acquisitions)**		
Estimated cost of Land		
ROW Mapping ($2,00/parcel)		
Sub-Total	$	-
**Attorney, appraisal, and filing fees are not included in this estimate		
Contingencies		
9% of the sum of Professional, Construction and	$	7,052.15

Total Roadwork	$	71,098.40	Cost per mi this pro	$ 94.80
Total Drainage	$	34,650.00	Allowable per mile	$ 94.70
Project Total	$	105,748.40	Allowable this proj.	$ 71,022.73

ATTACHMENT "C"

Photographs

ATTACHMENT "C"



Ramirez Subdivision Unit No. 3

22nd Street

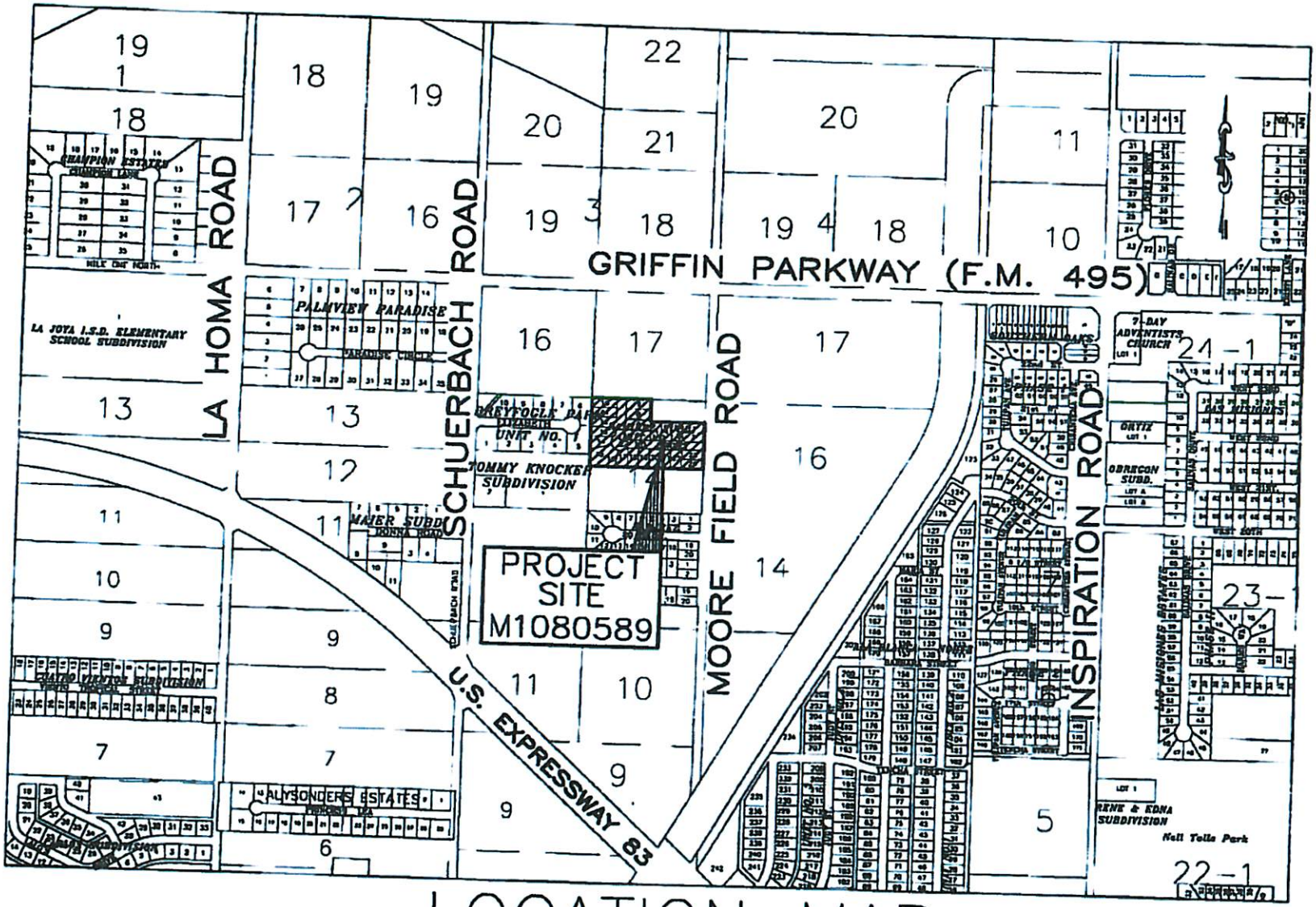
COLONIA ID. No. M1080589

COMMENTS: EXISTING NARROW POORLY PAVED ROADWAY

ATTACHMENT "D"

LOCATION/MAP

ATTACH...ENT "D"



LOCATION MAP

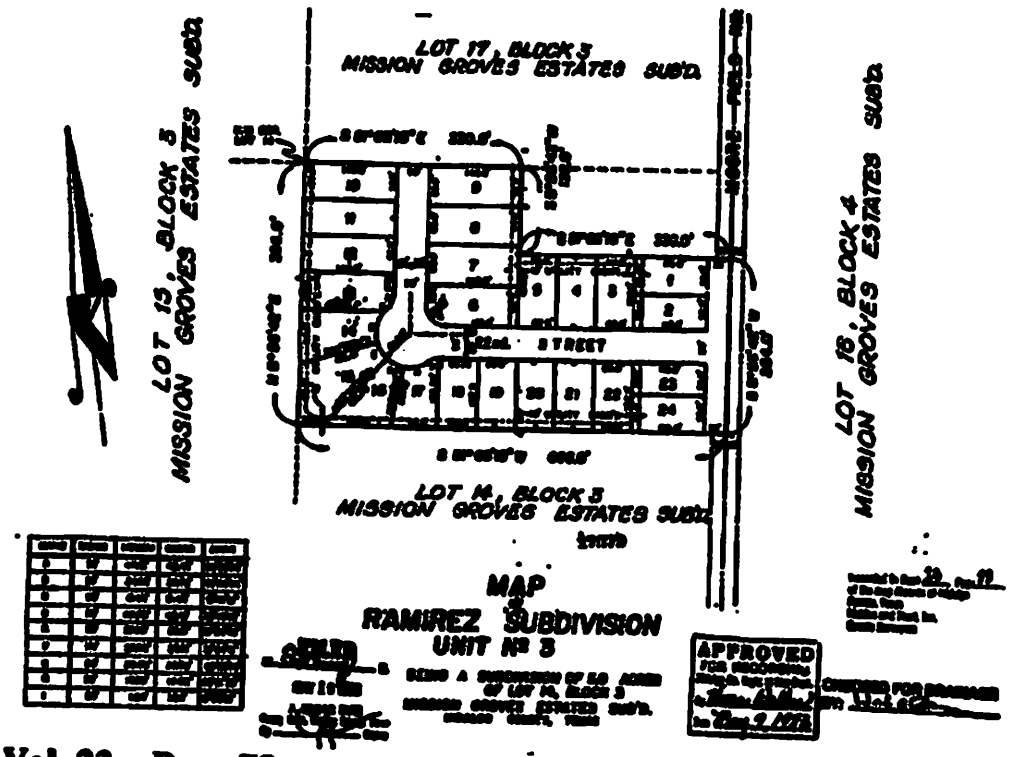
RAMIREZ SUBDIVISION UNIT No. 3

COLONIA ID. NO. M1080589

ATTACHMENT "E"

Subdivision Plat

Attachment "E"



ATTACHMENT "F"

District School Bus Route Correspondence

ATTACHMENT "F"

La Joya
Independent School District
Superintendent of Schools
201 East Expressway 83, La Joya, TX 78560
Tel (956) 580-5000 Fax (956) 580-5444

Board of Trustees
Rita Garza-Uresti, *President*
Jose A. "Fito" Salinas, *Vice-President*
Johnn Valente Alaniz, *Secretary*
Joe Aguilar, *Member*
Arturo Gonzalez, Jr., *Member*
Joel Garcia, *Member*
Elma Garza, *Member*

March 25, 2008

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr TX 78577

RE: Border Colonia Access Program – Bus Route Designations

Dear Mr. Foster:

Our school district serves the following residents in the colonias identified below:

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Havana Lomas Subdivision No. 5	M1080311
Hilda Subdivision No. 2	M1080324
King Ranch Subdivision	M1080357
La Hermosa Subdivision	M1080375
La Homa Groves Estates	M1080380
La Suena Subdivision	M1080397
Las Cuevas	M1080409
Loma Linda Heights Subdivision	M1080421
Ramirez Subdivision	M1080587
Ramirez Subdivision No. 2	M1080588
Ramirez Subdivision No. 3	M1080589
Randolph Barnett Subdivision	M1080600
Regal Estates	M1080606

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Currently the public streets in these colonias serve as bus routes where our buses can maneuver. Those areas that our buses are not accessible are not served, but if the roadways were improved our bus routes would extend into the colonias to serve the children of the area. The paving of roadways in the above-identified colonias would greatly enhance and expand our capability to serve the children of the Colonias.

Thank you in advance for your assistance and should you have any questions or require further information please do not hesitate to contact me at (956) 580-6050.

Sincerely,

Dr. Alda T. Benavides, Superintendent
La Joya I.S.D.

CC: Mr. Agapito Vargas Jr., Executive Director Hidalgo County Colonia Access Program
Project Files

Pct 3 3rd call allocation application awarded and canceled a mutual redefinitio

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

Randolph Barnett Subdivision No.1 M1080600 ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

site visit 01-04-11

Paving: 0.123 miles **Repaving :** 650 L.F

520 L.F.-15" ADS Culvert Pipe

Drainage: Pipe 70 L.F.-18"RCP Culvert Pipe Curb & Gutter

Culverts Detention Pond

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $61,553.03 ✓ Total Drainage Cost: $32,650.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $94,203.03 ✓

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes ____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT "A"

Description of Work Proposed

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Randolph Barnett Subdivision No.1 (EDAP #M1080600) project consists of approximately 650 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Randolph Barnett Subdivision No.1 consists of 1 interior road(s) and approximately 650 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Elizabeth Street. The proposed project provides the Colonias Residents necessary access to Schuerbach Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

ATTACHMENT "B"

Quantity Estimates

Attachment "B"

Colonia Name	Randolph Barnett Subdivision No.1		
Street(s) Name	Elizabeth St.		
EDAP Number	M1080600		
Length of proposed roadway		650 FT	Existing 50-ft ROW
Proposed Roadway Travel lane 10 min and one 1 curb off set min		24 FT B-B	2-12' proposed lane
# of Parcels to be acquired		0	
Estiamted Cost of Land to be acquired		$ -	

Estimated Quantities Roadway

Preparing ROW	6.6	STA	$ 1,000.00		$ 6,600.00
8" Flex Base (Compl in place) (TY E GR 4)	2544	SY	$ 7.25		$ 18,444.00
Reworking Base Material (DC)(TY D CL6)	2544	SY	$ 2.00		$ 5,088.00
ASPH Material (MC-30)	509	GAL	$ 5.00		$ 2,545.00
ASPH Conc (TY D)(1 1/2")	2212	SY	$ 8.75		$ 19,355.00
Barricades, Sign and Traffice Handling	2	MO	$ 1,000.00		$ 2,000.00
Turnouts (ASPH-CONC-PAV)(PB-2)	40	SY	$ 15.00		$ 600.00
Relocate Mail Boxes	0	LS	$ 5,000.00		$ 5,000.00
		TON			$ -
		MO			$ -
		SY			$ -
		SY			$ -
		LF			$ -
		LF			$ -
		SY			$ -
		EA			$ -
					$ -

Estimated Quantities Drainage

Driveway (ASPH-CONC-PAV)(PB-1)	20	EA	$ 500.00		$ 10,000.00
Driveway (Concrete 3000 PSI)	6	EA	$ 1,000.00		$ 6,000.00
15" ADS Culvert Pipe	520	LF	$ 20.00		$ 10,400.00
18" RCP Culvert Pipe	70	LF	$ 50.00		$ 3,500.00
Safety End Treatment	2	EA	$ 800.00		$ 1,600.00
Temporary Sediment Control Fence	230	LF	$ 5.00		$ 1,150.00
		CY	$ -		$ -

Professional Costs (% costs may vary from county to county)		
Basic Engineering Services (8.5% of Total Estimated Construction Cost)	$	7,843.97
Special Services		
Design Surveys (2.5% of Total Estimated Construction Cost)	$	2,307.05
Categorical Exclusion (Enviromental Document)		
Material Testing Services (3.5% of Total Estimated Construction Cost)	$	3,229.87
Sub-Total	$	13,380.89
Total Estimated Construction Cost		
Roadway Construction Cost	$	59,632.00
Drainage Estimated Quantities	$	32,650.00
Sub-Total	$	92,282.00
ROW Costs (Land Acquisitions)**		
Estimated cost of Land		
ROW Mapping ($2,00/parcel)		
Sub-Total	$	-

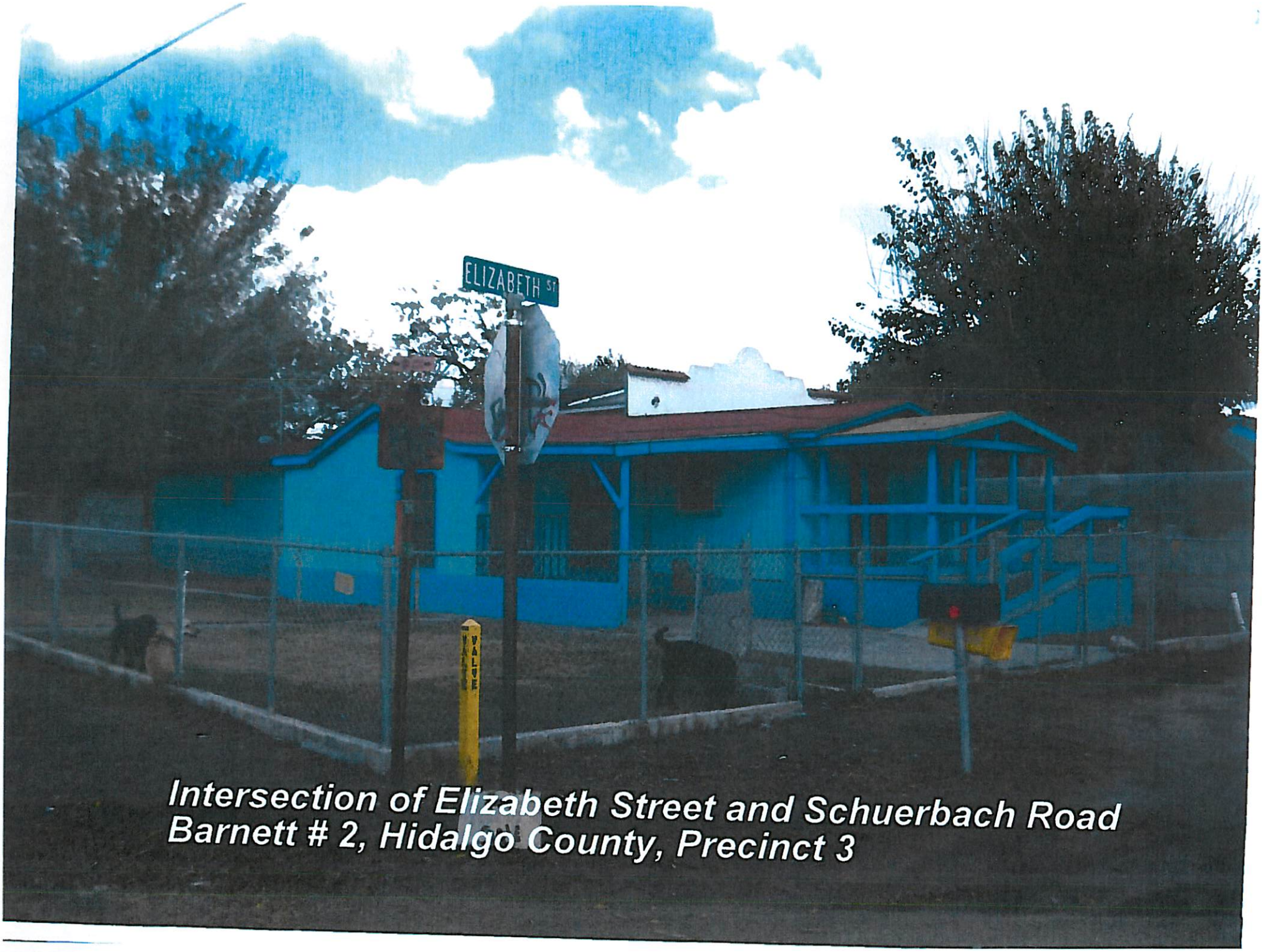
**Attorney, appraisal, and filing fees are not included in this estimate

Contingencies
10% of the sum of Professional, Construction and ROW Costs

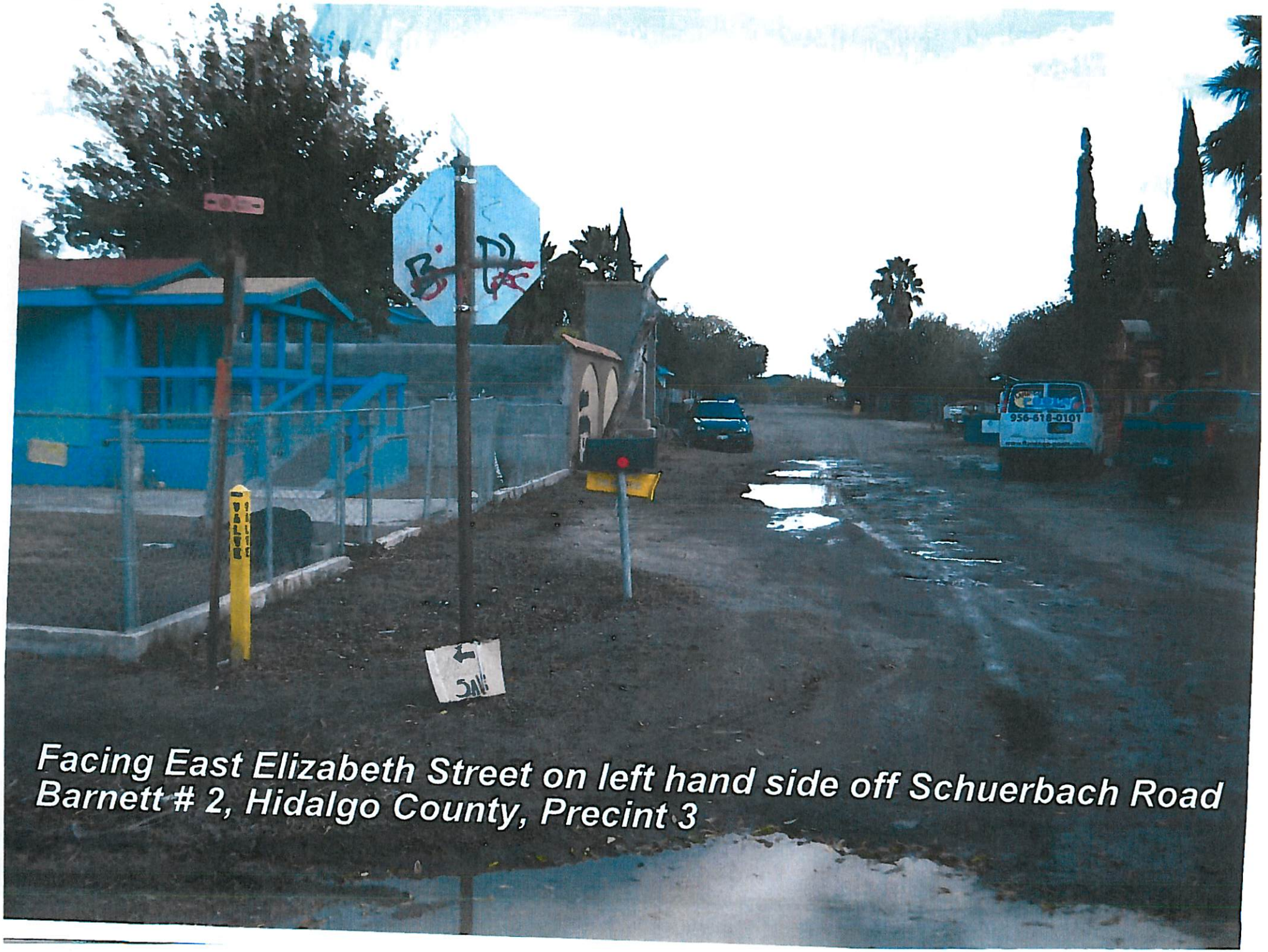
Total Roadwork	$	73,012.89	Cost per mi this pro	$	112.33
Total Drainage	$	32,650.00	Allowable per mile	$	94.70
Project Total	$	105,662.89	Allowable this proj.	$	61,553.03

ATTACHMENT "C"

Photographs



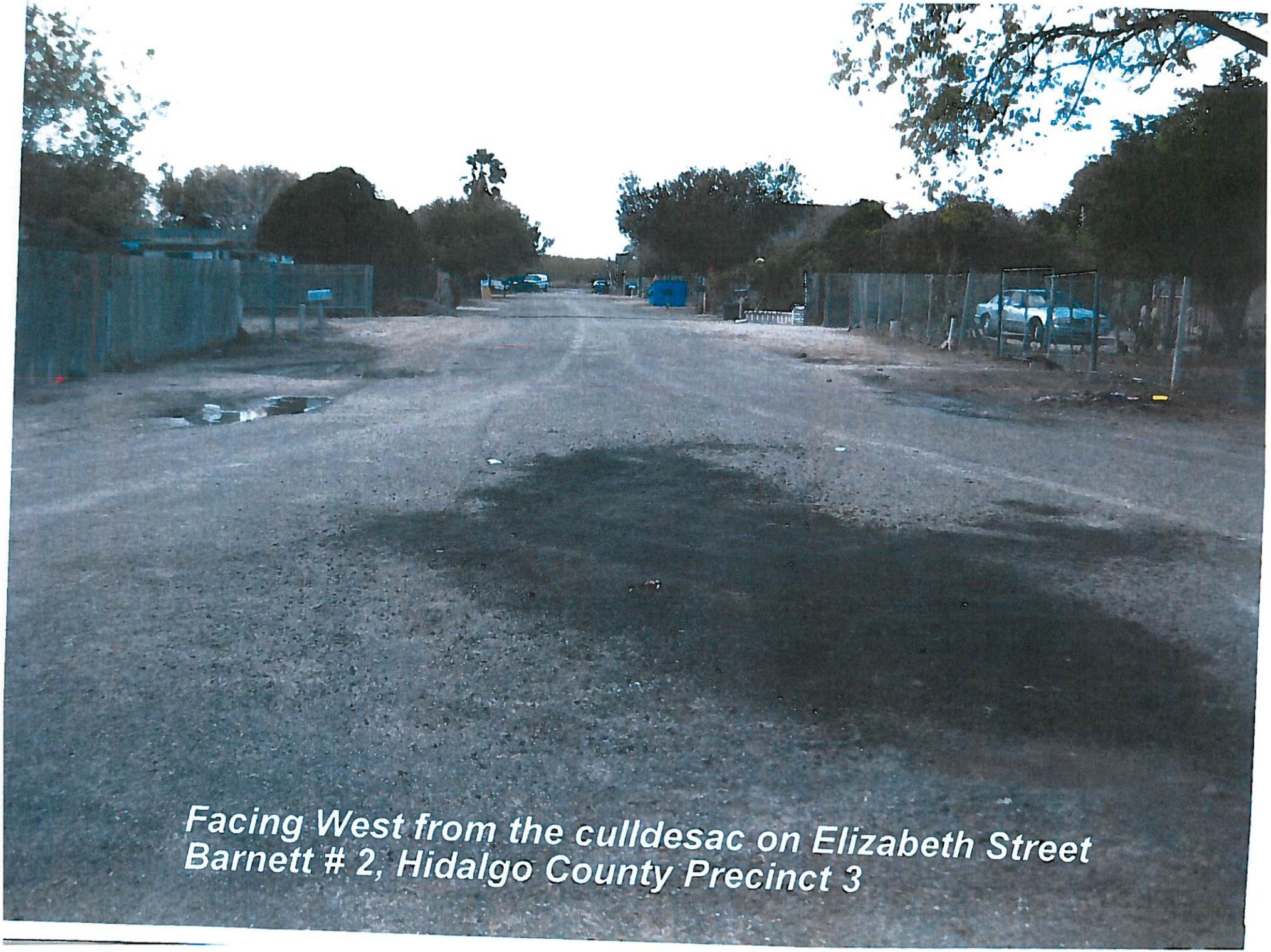
Intersection of Elizabeth Street and Schuerbach Road
Barnett # 2, Hidalgo County, Precinct 3

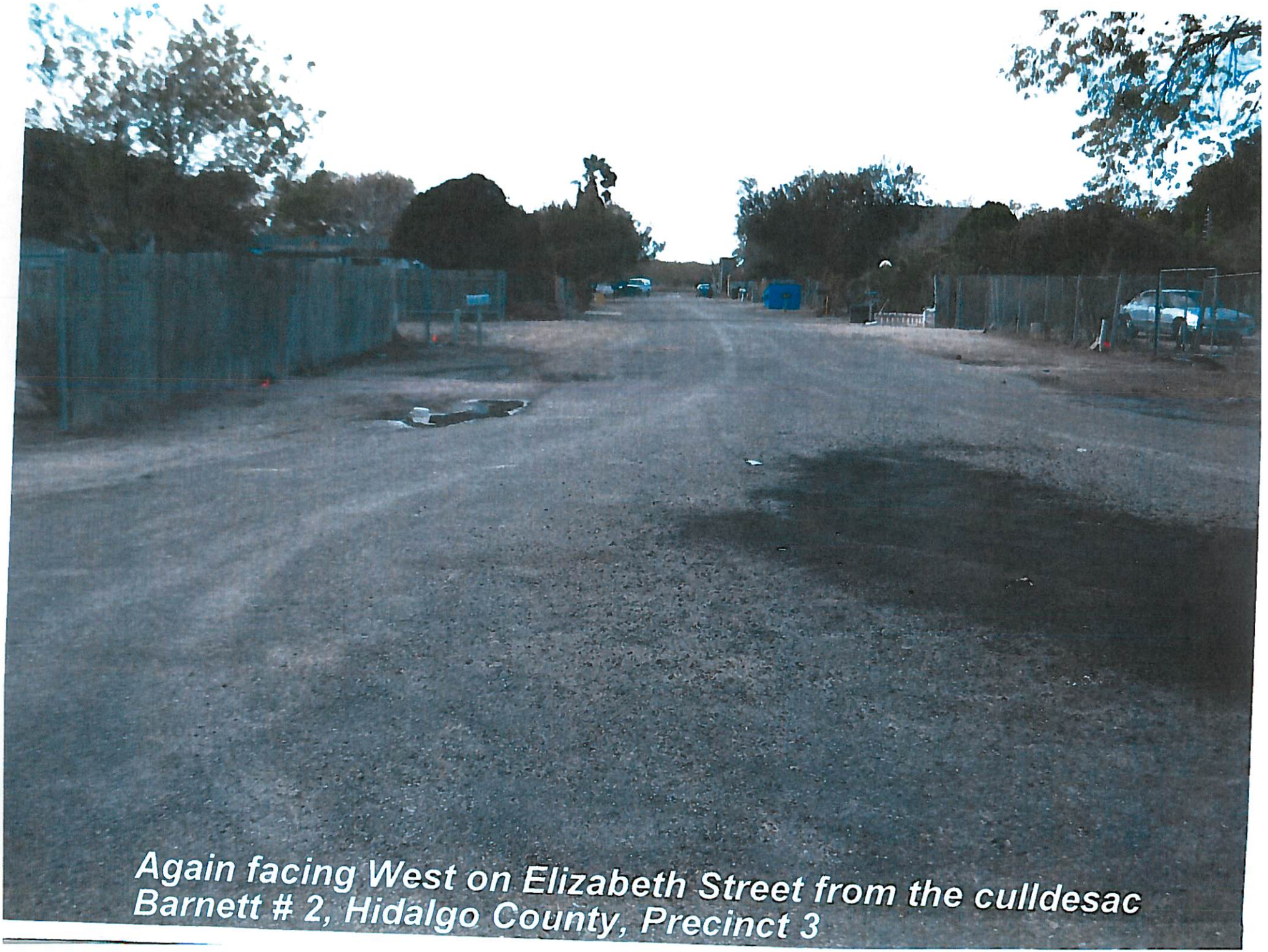


Facing East Elizabeth Street on left hand side off Schuerbach Road
Barnett # 2, Hidalgo County, Precint 3



Facing East on Elizabeth Street center portion off Schuerbach Road
Barnett # 2, Hidalgo County, Precinct 3


Facing West from the culldesac on Elizabeth Street
Barnett # 2, Hidalgo County Precinct 3



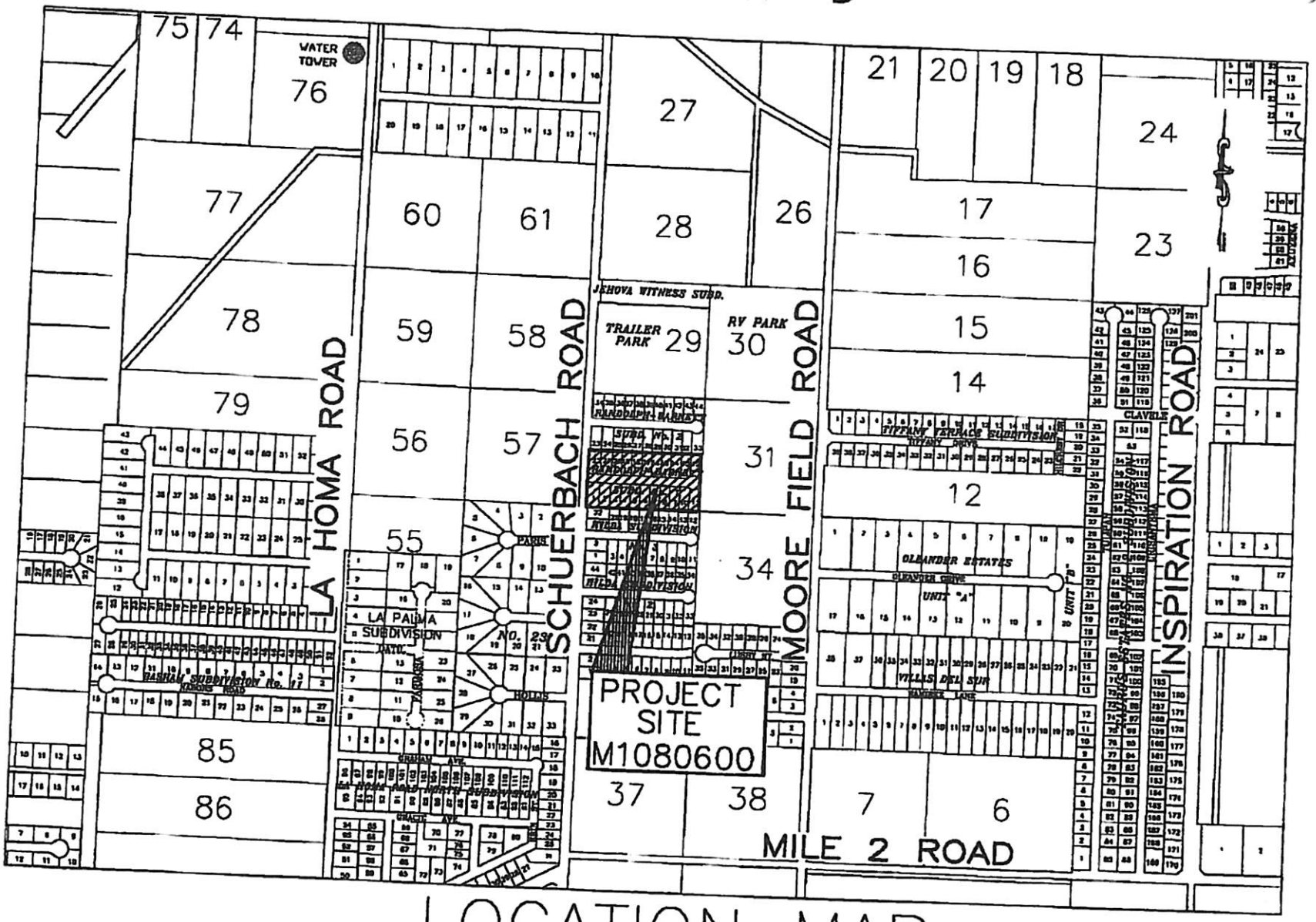
Again facing West on Elizabeth Street from the culldesac
Barnett # 2, Hidalgo County, Precinct 3


One more shot facing West on Elizabeth Street
Barnett # 2, Hidalgo County, Precinct 3

ATTACHMENT "D"

LOCATION/MAP

ATTACHMENT "D"



LOCATION MAP

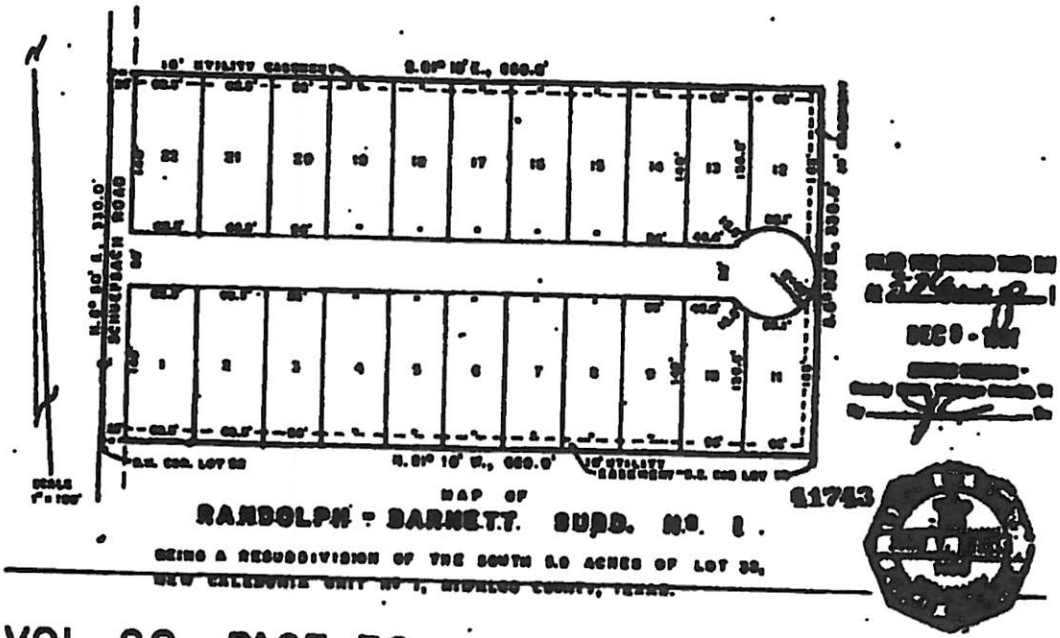
RANDOLPH–BARNETT SUBDIVISION No. 1

COLONIA ID. NO. M1080600

ATTACHMENT "E"

Subdivision Plat

Attachment "E"



VOL. 22 PAGE 38

ATTACHMENT "F"

District School Bus Route Correspondence

ATTACHMENT "F"

La Joya
Independent School District
Superintendent of Schools
201 East Expressway 83, La Joya, TX 78560
Tel (956) 580-5000 Fax (956) 580-5444

Board of Trustees
Rita Garza-Uresti, *President*
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Johnn Valente Alaniz, *Secretary*
Joe Aguilar, *Member*
Arturo Gonzalez, Jr., *Member*
Joel Garcia, *Member*
Elma Garza, *Member*

March 25, 2008

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr TX 78577

RE: Border Colonia Access Program – Bus Route Designations

Dear Mr. Foster:

Our school district serves the following residents in the colonias identified below:

Colonia	T.W.D.B. ID #
Ariel Hinojosa	M1080055
Basham #18	M1080082
Benavides Subdivision No. 2	M1080097
Blue Star Enterprises Subdivision No. 2	M1080111
Casa De Los Vecinos Subdivision	M1080141
Havana Lomas Subdivision No. 4	M1080310
Havana Lomas Subdivision No. 5	M1080311
Hilda Subdivision No. 2	M1080324
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Ramirez Subdivision No. 2	M1080588
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Randolph Barnett Subdivision	M1080600
Regal Estates	M1080606

This district is responsible for the transportation of the children of these colonias to and from their respective schools throughout our District. Road conditions in these colonias limit the ability of our transportation personnel to reach the children of the colonia creating a hardship on these families to get their children to school.

Currently the public streets in these colonias serve as bus routes where our buses can maneuver. Those areas that our buses are not accessible are not served, but if the roadways were improved our bus routes would extend into the colonias to serve the children of the area. The paving of roadways in the above-identified colonias would greatly enhance and expand our capability to serve the children of the Colonias.

Thank you in advance for your assistance and should you have any questions or require further information please do not hesitate to contact me at (956) 580-6050.

Sincerely,

Alda Benavides

Dr. Alda T. Benavides, Superintendent
La Joya I.S.D.

CC: Mr. Agapito Vargas Jr., Executive Director Hidalgo County Colonia Access Program
Project Files

initial 3rd call competitive request - not awarded

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

HIDALGO COUNTY
Nominating County

21
TxDOT District

Rankin Subdivision (TWDP ID#M1080603)
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: .55 MI. Repaving : _____
3640 LF 24" RCP CLIII

Drainage: Pipe 1020 LF 15" RCP CL III Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $275,000.00 Total Drainage Cost: $304,387.84
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $579,387.84

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Attachment A
Description of Work Proposed

ATTACHMENT A
Application for Border Colonia Access Program Round III
Description of Work Proposed

The Rankin Subdivision EDAP#(M1080603*)* project consists of approximately 4660 LF of paving with a proposed typical road section of 6 inches of caliche base and 1.5 *inches* of asphalt or as determined through necessary geotechnical soil tests. Project also includes associated drainage with road side ditches and curb and gutter and all necessary appurtenances. There is no need for acquiring additional right of way for this project. There are no proposed water/wastewater improvements that will affect this project.

Colonia Rankin Subdivision consists of one (2) interior road approximately 4660 l.f. of inadequately paved road that contributes to inadequate drainage and limited access to the Colonia Residents.

The proposed project involves paving of Rankin, Holmes, Cantu and Hernandez Streets. This roadway is currently in poor condition with numerous pavement failures. Please refer to the photographs on Attachment C that further illustrate the need and conditions of this Colonia Road. The proposed project provides the Colonia Residents necessary access to FM 107 a paved State Road. Please Refer to Attachment D and E that illustrate the Colonia location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to Attachment F.

NOTE: This was a 3rd Call project that was not awarded initially.

Attachment B
Engineer's Estimate

Attachment "B"

Colonia Name Rankin
Street(s) Name ernandez, Cantu, Rankin, Holmes
EDAP Number M1080603

Length of proposed roadway	2904 lf	Existing 50-ft ROW
Proposed Roadway Travel lane 10 min and one 1 curb off set min	24 FT E-E	2-12' proposed lane
# of Parcels to be acquired	0	
Estiamted Cost of Land to be acquired	$ -	

Estimated Quantities Roadway

PREPARING ROW	29.04	STA	$ 850.00		$ 24,684.00
4% LIME TREATED FOR BASE COURSE (ROADMIX)	58	TONS	$ 165.00		$ 9,570.00
4% CEMENT FOR RAOD GRADER WORK	58	TONS	$ -		$ -
MOBILIZATION	5	LS	$ 1,500.00		$ 7,500.00
TURNOUTS (ASPH CONC PAV)(PB-1)	5	EA	$ 1,200.00		$ 6,000.00
6" ROAD GRADER WORK	8409	SY	$ 5.00		$ 42,045.00
6" FL BS (DC) (TY D GR6 CLIII)	8409	SY	$ 7.00		$ 58,863.00
1 1/2" ASPH CONC TY D (W/PRIME COAT)	7763	SY	$ 8.00		$ 62,104.00
BARRICADES, SIGNS AND TRAFFIC HANDLING	4	MO	$ 2,000.00		$ 8,000.00

Estimated Quantities Drainage

RC PIPE (CL III)(15 IN)	1020	LF	$ 45.00		$ 45,900.00
TEMP SEDMT CONT FENCE	348.48	LF	$ 6.00		$ 2,090.88
TEMP SEDMT CONT FENCE (REMOVE)	348.48	LF	$ 2.00		$ 696.96
DRIVEWAYS (ACP)	1275	SY	$ 20.00		$ 25,500.00
6X4' TYPE C CURB INLET	10	EA	$ 3,000.00		$ 30,000.00
RC PIPE (CL III)(24")	3640	LF	$ 55.00		$ 200,200.00

Professional Costs (% costs may vary from county to county)

Basic Engineering Services (8.5% of Total Estimated Construction Cost)		
Special Services	$	44,468.08
Design Surveys (2.5% of Total Estimated Construction Cost)	$	13,078.85
Categorical Exclusion (Enviromental Document)		
Material Testing Services (3.5% of Total Estimated Construction Cost)	$	18,310.38
Sub-Total	**$**	**75,857.31**

Total Estimated Construction Cost

Roadway Construction Cost	$	218,766.00
Drainage Estimated Quantities	$	304,387.84
Sub-Total	**$**	**523,153.84**

ROW Costs (Land Acquisitions)**

Estimated cost of Land		
ROW Mapping ($2,00/parcel)		
Sub-Total	**$**	**-**

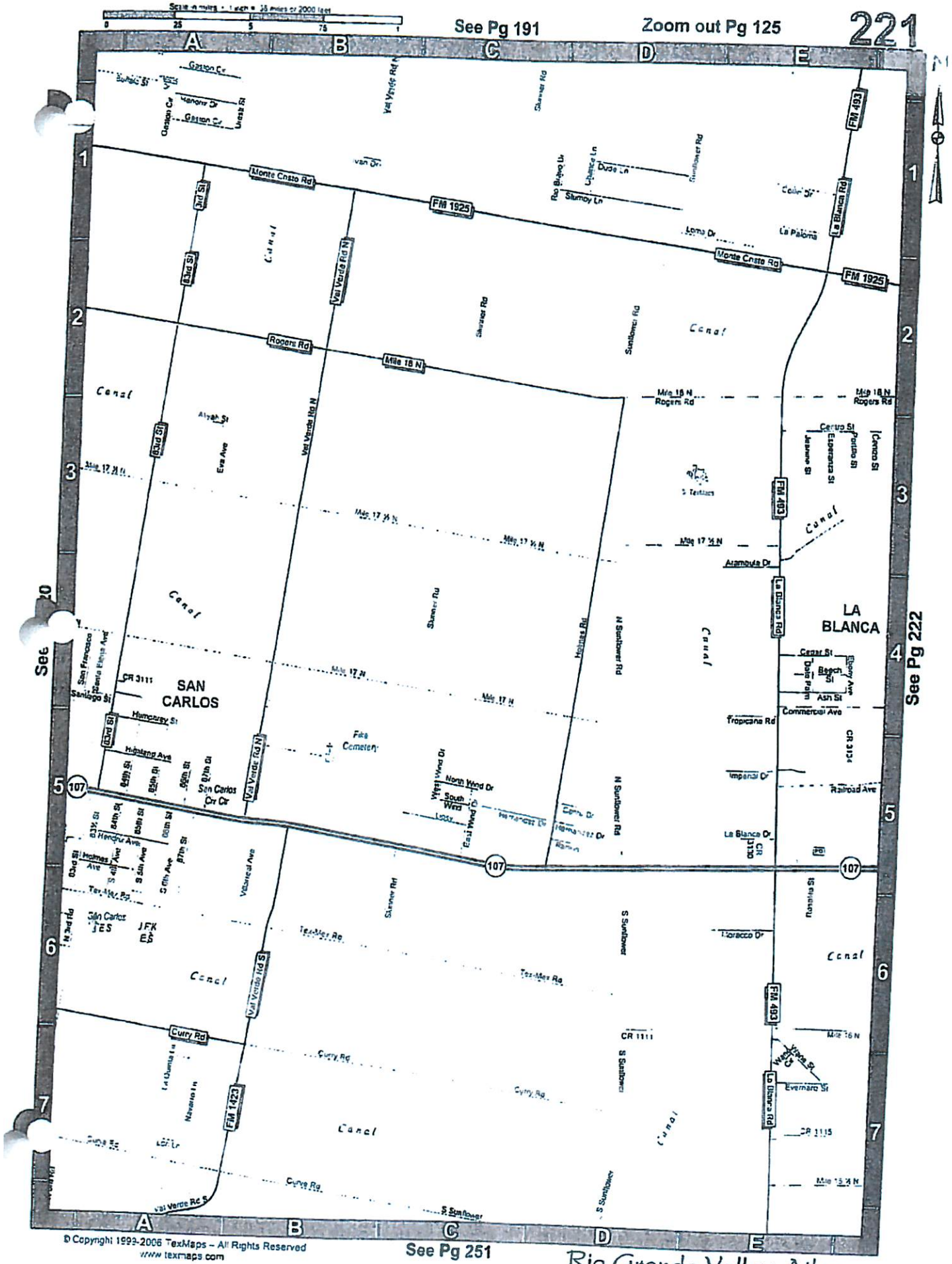
**Attorney, appraisal, and filing fees are not included in this estimate

Contingencies

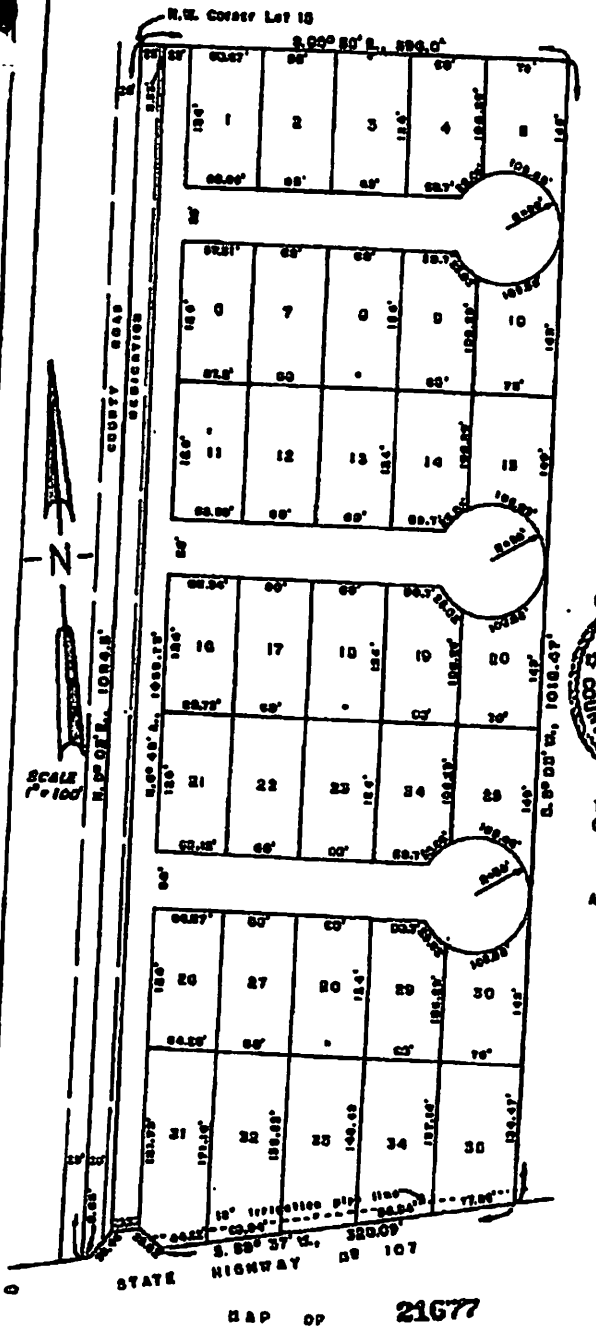
20% of the sum of Professional, Construction and ROW Costs	$	-

Total Roadwork	$ 275,000.00 ✓	Cost per mi this pro	$ 94.70
Total Drainage	$ 304,387.84 ✓	Allowable per mile	$ 94.70
Project Total	$ 579,387.84 ✓	Allowable this proj.	$ 275,000.00


Cantu Dr
Rankin
Ran
Holmes Rd
© 2012 Google
© 2012 INEGI
Google earth
feet


See Pg 191
Zoom out Pg 125
221
See Pg 222
See Pg 251
SAN CARLOS
LA BLANCA
Monte Cristo Rd
Rogers Rd
Mile 18 N
Mile 17 ½ N
Mile 17 N
Val Verde Rd N
Val Verde Rd S
FM 1925
FM 493
FM 1423
La Blanca Rd
N Sunflower Rd
S Sunflower
Curry Rd
Tex-Mex Rd
Tropicana Rd
Commercial Ave
Railroad Ave
Canal
CR 3111
CR 3130
CR 1111
CR 3115
Fire Cemetery
San Carlos JES
JFK ES
© Copyright 1999-2006 TexMaps – All Rights Reserved
www.texmaps.com
Rio Grande Valley Atlas

Attachment D
Subdivision Plat



MAP OF 21677

RANKIN SUBDIVISION

BEING A RESUBDIVISION OF 9.50 ACRES OF LAND OUT OF LOT 18, SECTION 200, TEXAS-MEXICAN RAILWAY COMPANY SURVEYS, HIDALGO COUNTY, TEXAS.

I, JOHN V. DIKELS, REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE ACCOMPANYING MAP IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY THEREIN DESCRIBED AS PLATTED BY ME OR FROM SURVEYS MADE BY ME ON THE GROUND OF SAID PROPERTY.

JUNE 7, 1979
MISSION, TEXAS

John V. Dikels

JOHN V. DIKELS
1400

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS, THAT WE, HOLLIS RANKIN, III AND ROBERT C. RANKIN, OWNERS OF THE PROPERTY HEREIN DESCRIBED, DO HEREBY ADOPT AND CONFIRM THE ACCOMPANYING MAP OF "RANKIN SUBDIVISION" AND DO HEREBY DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS THEREON SHOWN.

V. Hollis Rankin III
HOLLIS RANKIN, III

Robert C. Rankin
ROBERT C. RANKIN

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS, THAT BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY DID PERSONALLY APPEAR HOLLIS RANKIN, III AND ROBERT C. RANKIN, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND DID ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THEIR CAPACITIES AS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS [illegible] A.D., 1979.

Vona Walker
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS.

NOTARY PUBLIC STATE OF TEXAS COUNTY OF HIDALGO

THIS MAP REVIEWED AND ACCEPTED BY HIDALGO COUNTY WATER [illegible] & IMPROVEMENT DISTRICT No. 1.

ATTEST: [signature] By: [signature]
28 June 1979

APPROVED
FOR RECORDING
Hidalgo Co. Road of Way Dept.
By Vona Walker
Date 7-9-79

FILED FOR RECORD THIS DATE
AT 2:58 o'clock P.M.
9 1979
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [signature]

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 9th day of July 1979
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By [signature]

Recorded in Book 21 Page 23
of the map records of Hidalgo
County, Texas
Charles L. Holden
County Surveyor

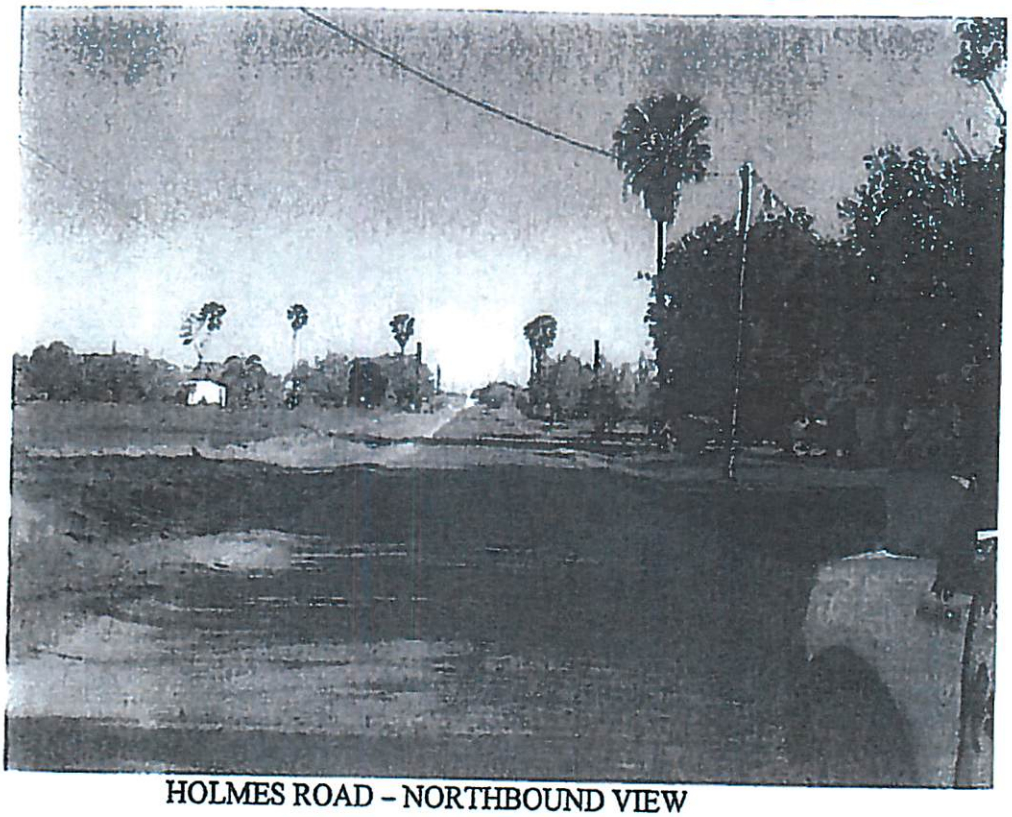
Attachment E
Photographs


RANKIN SUBDIVISION (RANKIN ST.) EAST BOUND 1-23-12


RANKIN SUBDIVISION (RANKIN ST.) EAST BOUND 1-23-12


RANKIN SUBDIVISION (CANTU ST.) EAST BOUND 1-23-12

PROPOSED ROUND 3 COLONIA ACCESS PROJECTS



HOLMES ROAD – NORTHBOUND VIEW



HOLMES ROAD – SOUTHBOUND VIEW

PROPOSED ROUND 3 COLONIA ACCESS PROJECTS

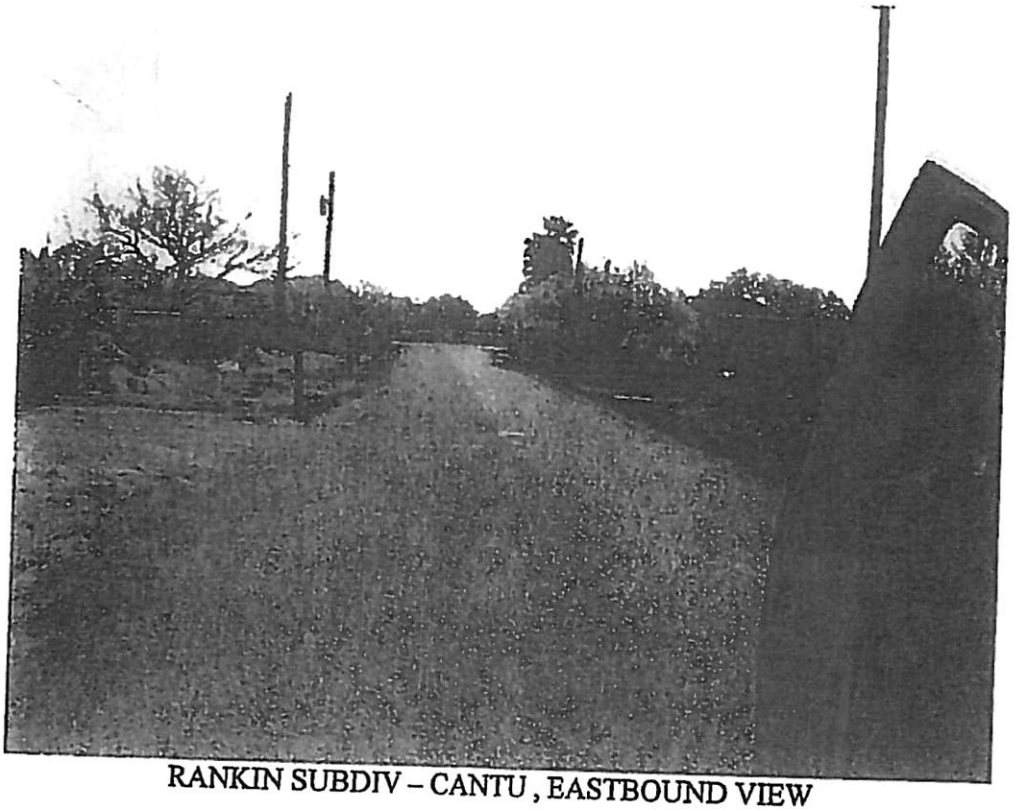


EASTBOUND VIEW OF HERNANDEZ STREET / RANKIN/CANTU SUBDIV

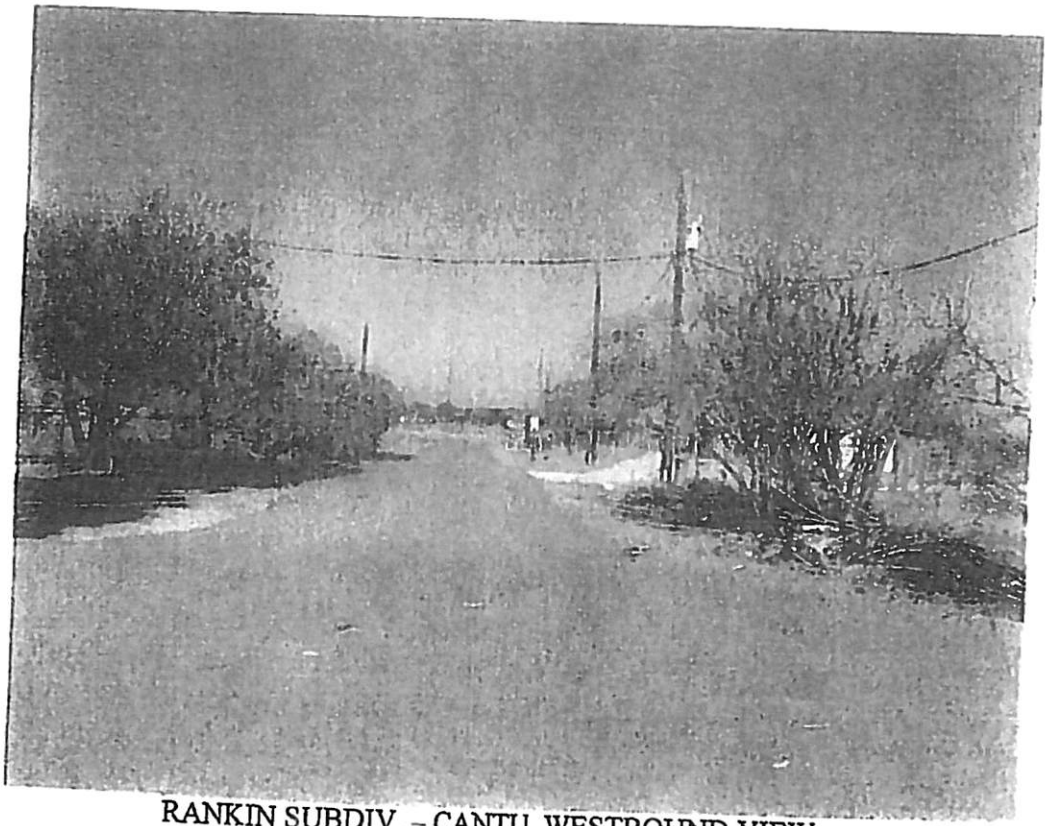


WESTBOUND VIEW OF HERNANDEZ STREET / RANKIN/CANTU SUBDIV

PROPOSED ROUND 3 COLONIA ACCESS PROJECTS



RANKIN SUBDIV – CANTU , EASTBOUND VIEW



RANKIN SUBDIV. – CANTU, WESTBOUND VIEW

PROPOSED ROUND 3 COLONIA ACCESS PROJECTS

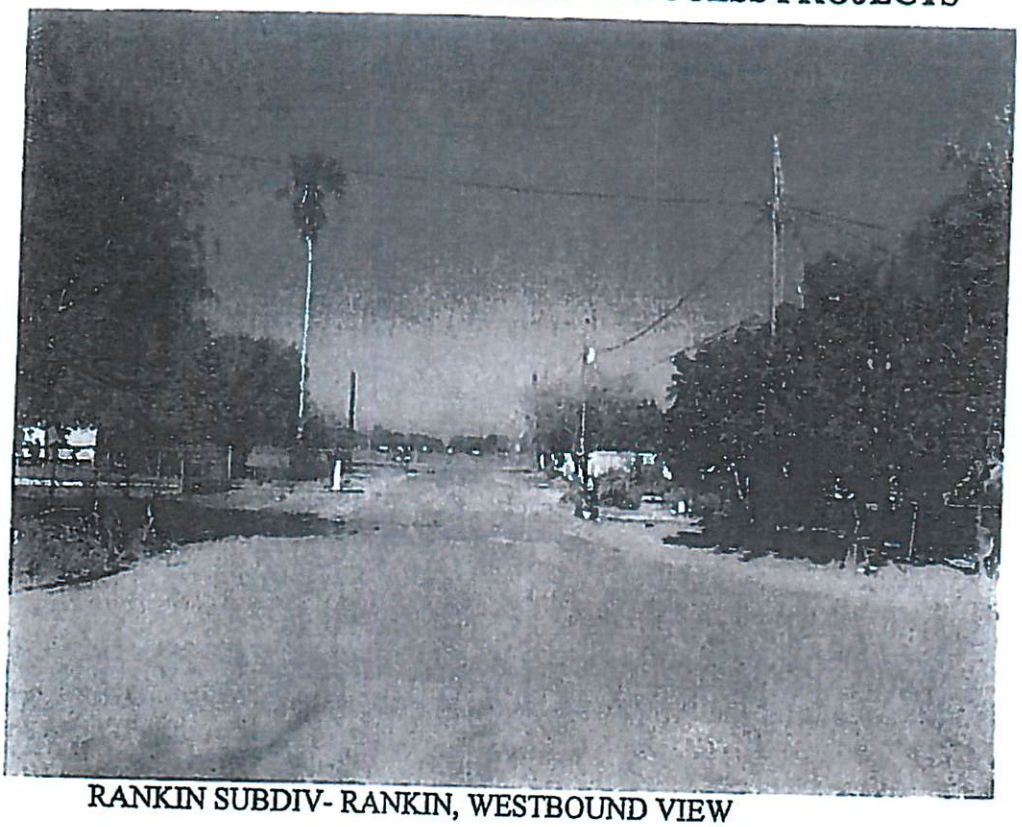


RANKIN SUBDIV. – HERNANDEZ, EASTBOUND VIEW

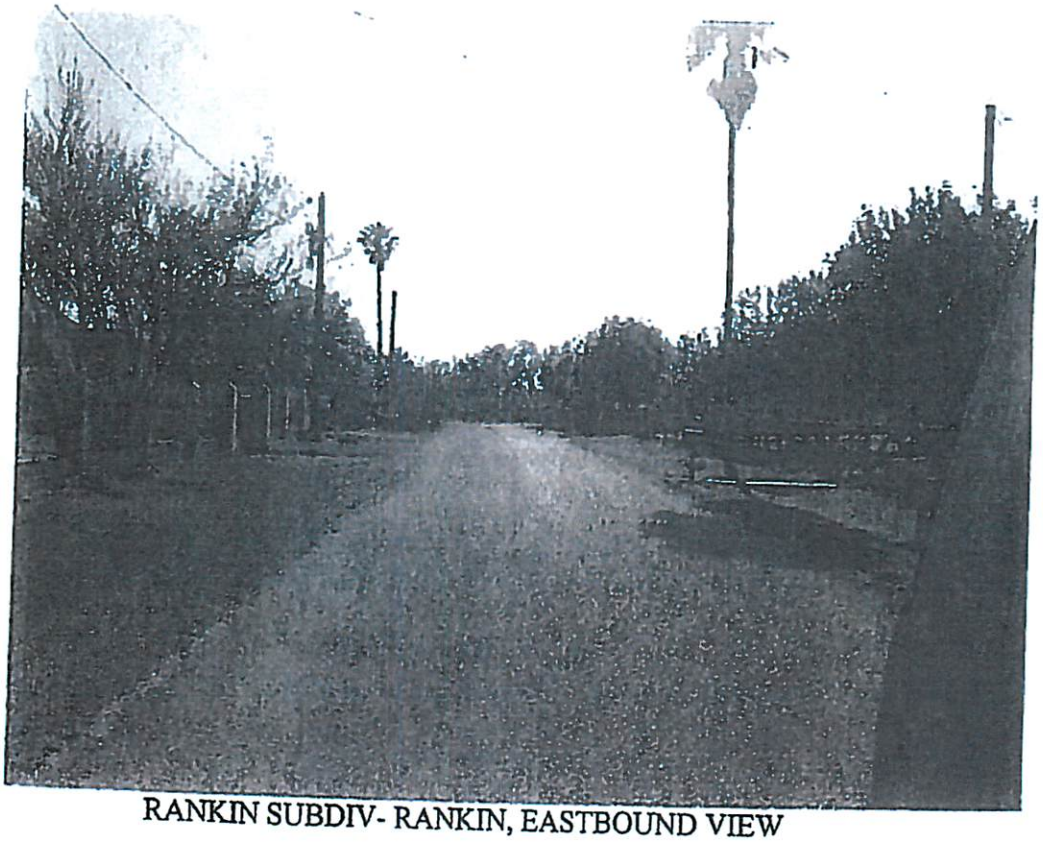


RANKIN SUBDIV- HERNANDEZ, WESTBOUND VIEW

PROPOSED ROUND 3 COLONIA ACCESS PROJECTS



RANKIN SUBDIV- RANKIN, WESTBOUND VIEW



RANKIN SUBDIV- RANKIN, EASTBOUND VIEW

EDINBURG
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

ATTACHMENT "F"

March 26, 2008

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr, Texas 78577

RE: Border Colonia Access Program - Bus Route Designations

Dear Mr. Foster:

The Edinburg Consolidated Independent School District serves residents in the colonias identified on the attached - Exhibit A 1&2.

The district is responsible for the transportation of the children living in these colonias to and from their respective schools throughout our district. Road conditions in these areas limit the ability of our transportation personnel to have access to the children's homes in these colonias creating a hardship on these families to get their children to school.

Currently the public streets near these colonias serve as bus routes whereby our buses can maneuver. The areas that are not accessible have no bus transportation service. If the roadways are improved, our bus routes would extend into the colonias. The paving of roadways in these colonias would greatly enhance our capability to serve the children living in these areas.

Thank you for your assistance and should you have any questions or require further information, please do not hesitate to contact me at (956) 289-2305, extension 2001.

Sincerely,

Gilberto Garza, Jr.
Superintendent of Schools

GGJ:m
Attachment

cc: Mr. Agapito Vargas, Directror of Colonia Access Program ✓
Mr. Enrique Hinojosa, Coordinator of Transportation - ECISD

Attachment F
School District Bus Route Correspondence

1073. Awarded 3rd Call allocation project, canceled in initial redefinition.

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

District 21
TxDOT District

Regal Estates Subdivision M1080606 ✓
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

0.242miles

Paving: 1080 L.F.-15" ADS Culvert Pipe **Repaving :** 1280 L.F

Drainage: Pipe 70 L.F.-18" RCP Culvert Pipe **Curb & Gutter** _____

Culverts _____ **Detention Pond** _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Site Visit 10-04-12

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$124,596.00~~ ~~[illegible]~~ 121,000.00 Total Drainage Cost: $65,200.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: ~~$189,796.06~~ ~~[illegible]~~ $186,200.00

exceeds $500K/mile cap on RW costs

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? ____ **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

ATTACHMENT "A"

Description of Work Proposed

ATTACHMENT A
Application for Border Colonia Access Program
Description of Work Proposed

The Regal Estates Subdivision (EDAP #M1080606) project consists of approximately 1280 l.f. of repaving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Regal Estates Subdivision consists of 1 interior road(s) and approximately 1280 l.f. inadequately paved road that contributes in inadequate drainage and limited access to the Colonia Residents. Please refer to the photograph on **Attachment C** that further illustrate the need and conditions of the Colonia Road

The proposed project involves paving of Thompson Road(s). The proposed project provides the Colonias Residents necessary access to Bentsen Palm Road a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route. Please Refer to **Attachment F.**

ATTACHMENT "B"

Quantity Estimates

Attachment "B"

Colonia Name	Regal Estates Subdiblvision	
Street(s) Name	Thompson Road	
EDAP Number	M1080606	
Length of proposed roadway	1280 FT	Exdsting 50-ft ROW
Proposed Roadway Travel lane 10 min and one 1 curb off set min	24 FT B-B	2-12' proposed lane
# of Parcels to be acquired	0	
Estamted Cost of Land to be acquired	$ -	

Estimated Quantities Roadway

Preparing ROW	12.5	STA	$ 1,000.00		$ 12,500.00
8" Flex Base (Compl in place) (TY E GR 4)	4349	SY	$ 7.25		$ 31,530.25
Reworking Base Material (DC)(TY D CL6)	4349	SY	$ 2.00		$ 8,698.00
ASPH Material (MC-30)	870	GAL	$ 5.00		$ 4,350.00
ASPH Conc (TY D)(1 1/2")	3758	SY	$ 8.75		$ 32,882.50
Barricades, Sign and Traffice Handling	2	MO	$ 1,000.00		$ 2,000.00
Turnouts (ASPH-CONC-PAV)(PB-2)	40	SY	$ 15.00		$ 600.00
Relocate Brick Mail Boxes	6	LS	$ 8,000.00		$ 8,000.00
					$ -

Estimated Quantities Drainage

Driveway (ASPH-CONC-PAV)(PB-1)	16	EA	$ 500.00		$ 8,000.00
Driveway (Concrete 3000 PSI)	30	EA	$ 1,000.00		$ 30,000.00
15" ADS Culvert Pipe	1080	LF	$ 20.00		$ 21,600.00
18" RCP Culvert Pipe	70	LF	$ 50.00		$ 3,500.00
Safety End Treatment	2	EA	$ 800.00		$ 1,600.00
Temporary Sediment Control Fence	100	LF	$ 5.00		$ 500.00
		CY	$ -		$ -

Professional Costs (% costs may vary from county to county)		
Basic Engineering Services (8.5% of Total Estimated Construction Cost)	$	14,089.68
Special Services		
Design Surveys (2.5% of Total Estimated Construction Cost)	$	4,144.02
Categorical Exclusion (Enviromental Document)		
Material Testing Services (3.5% of Total Estimated Construction Cost)	$	5,801.63
Sub-Total	$	24,035.31
Total Estimated Construction Cost		
Roadway Construction Cost	$	100,560.75
Drainage Estimated Quantities	$	65,200.00
Sub-Total	$	165,760.75
ROW Costs (Land Acquisitions)**		
Estimated cost of Land		
ROW Mapping ($2,00/parcel)		
Sub-Total	$	-

**Attorney, appraisal, and filing fees are not included in this estimate

Contingencies
10% of the sum of Professional, Construction and ROW Costs

Total Roadwork	$	124,596.06	Cost per mi this pro	$	97.34
Total Drainage	$	65,200.00	Allowable per mile	$	94.70
Project Total	$	189,796.06	Allowable this proj.	$	121,212.12

ATTACHMENT "C"

Photographs

ATTACHMENT "C"



Regal Estates

Thompson Street

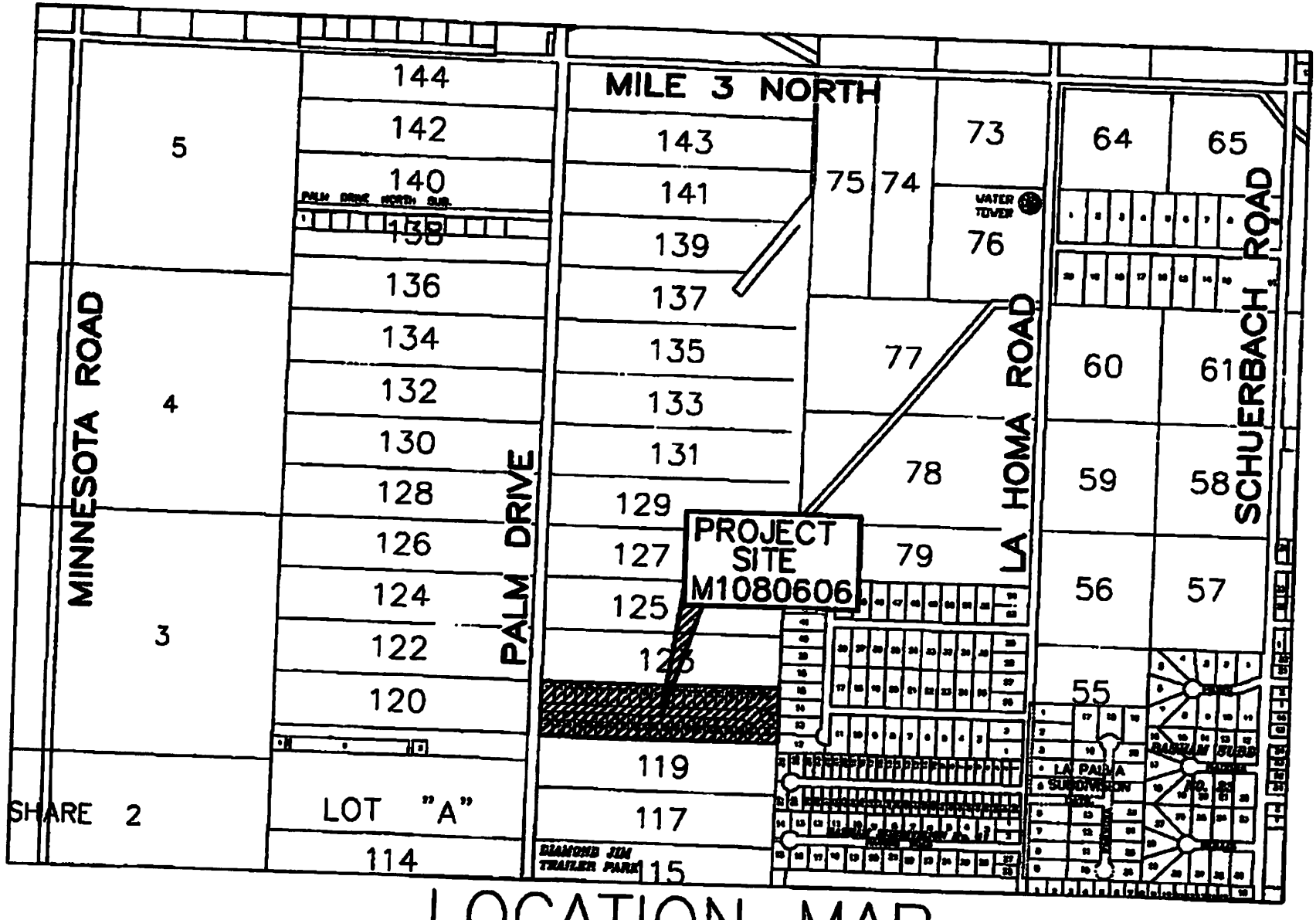
COLONIA ID. No. M1080606

COMMENTS: EXISTING NARROW POORLY PAVED ROADWAY

ATTACHMENT "D"

LOCATION/MAP

ATTACHMENT "D"



LOCATION MAP

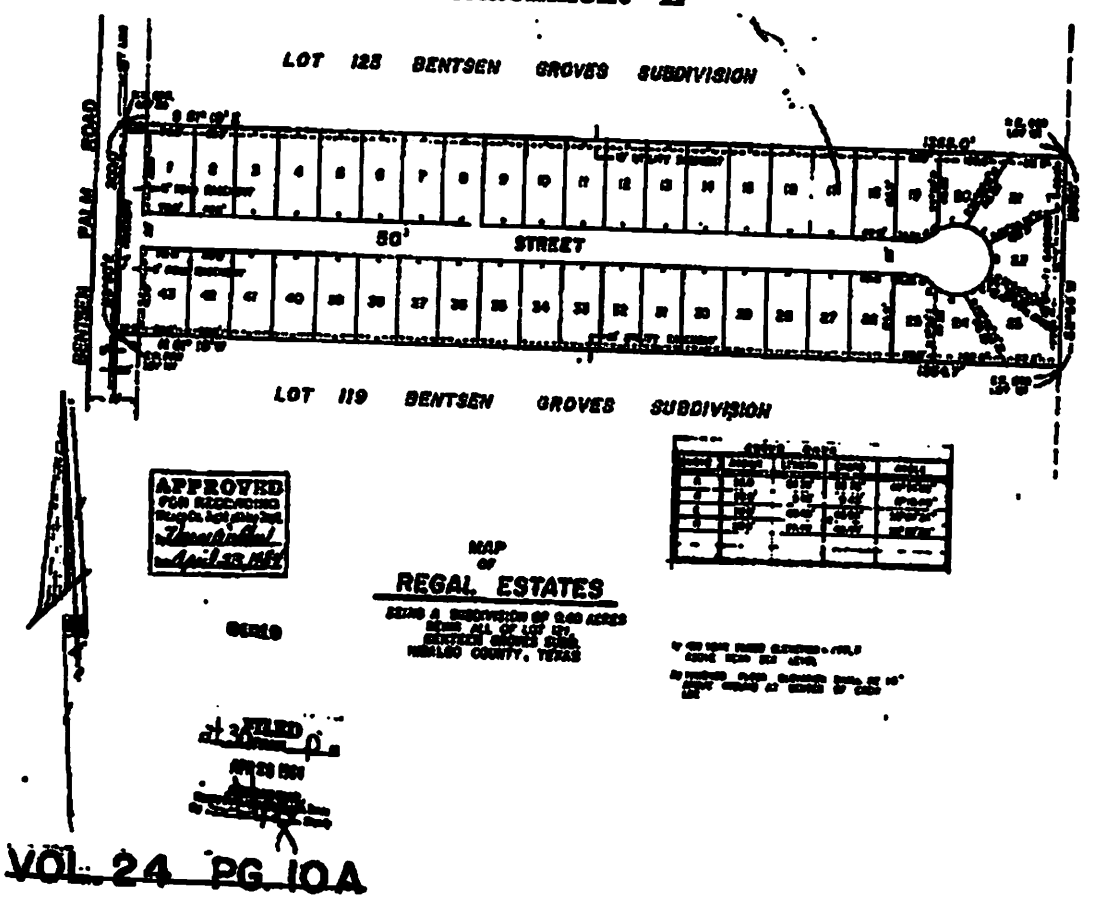
REGAL ESTATES

COLONIA ID. NO. M1080606

ATTACHMENT "E"

Subdivision Plat

Attachment "E"



VOL. 24 PG. 10A

ATTACHMENT "F"

District School Bus Route Correspondence

ATTACHMENT "F"

La Joya
Independent School District
Superintendent of Schools
201 East Expressway 83, La Joya, TX 78560
Tel (956) 580-5000 Fax (956) 580-5444

Board of Trustees
Rita Garza-Uresti, *President*
Jose A. "Fito" Salinas, *Vice-President*
Johnn Valente Alaniz, *Secretary*
Joe Aguilar, *Member*
Arturo Gonzalez, Jr., *Member*
Jool Garcia, *Member*
Elma Garza, *Member*

March 25, 2008

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr TX 78577

RE: Border Colonia Access Program – Bus Route Designations

Dear Mr. Foster:

Our school district serves the following residents in the colonias identified below:

Colonia	T.W.D.B. ID #
Ariel Hinojosa	M1080055
Basham #18	M1080082
Benavides Subdivision No. 2	M1080097
Blue Star Enterprises Subdivision No. 2	M1080111
Casa De Los Vecinos Subdivision	M1080141
Havana Lomas Subdivision No. 4	M1080310
Havana Lomas Subdivision No. 5	M1080311
Hilda Subdivision No. 2	M1080324
King Ranch Subdivision	M1080357
La Hermosa Subdivision	M1080375
La Homa Groves Estates	M1080380
La Suena Subdivision	M1080397
Las Cuevas	M1080409
Loma Linda Heights Subdivision	M1080421
Ramirez Subdivision	M1080587
Ramirez Subdivision No. 2	M1080588
Ramirez Subdivision No. 3	M1080589
Randolph Barnett Subdivision	M1080600
Regal Estates	M1080606

This district is responsible for the transportation of the children of these colonias to and from their respective schools throughout our District. Road conditions in these colonias limit the ability of our transportation personnel to reach the children of the colonia creating a hardship on these families to get their children to school.

Currently the public streets in these colonias serve as bus routes where our buses can maneuver. Those areas that our buses are not accessible are not served, but if the roadways were improved our bus routes would extend into the colonias to serve the children of the area. The paving of roadways in the above-identified colonias would greatly enhance and expand our capability to serve the children of the Colonias.

Thank you in advance for your assistance and should you have any questions or require further information please do not hesitate to contact me at (956) 580-6050.

Sincerely,

Dr. Aida T. Benavides, Superintendent
La Joya I.S.D.

CC: Mr. Agapito Vargas Jr., Executive Director Hidalgo County Colonia Access Program
Project Files

AI-31178 **19. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Raul E. Sesin, P.E.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Azteca Estates Subdivision – Pct.1 (Kyndel W. Bennett)
b. H & R Subdivision – Pct. 3 (Hector Garcia Jr.)
c. Le Vendicion Ranch Subdivision – Pct. 4 (Maria Baldwein)

2. Final Approval
a. Serna Ranch Subdivision– Pct.1 (Genoveva Serna)
b. James C. Swint Sr. Subdivision – Pct.1 (Julita Rosa Gutierrez)
c. Los Ebanos Professional Plaza Subdivision–Pct.3 (Allan Francis Maun Mercado)
d. Spring Vista Subdivision - Pct.1 (Luis Sanchez)
e. Mandalay Bay Phase I Subdivision – Pct.4 (Richard A. Garza)

3. Final Approval with Financial Guarantee
a. Las Estrellas No. II Subdivision – Pct.3 (Forrest N. Runnels Jr.)
b. Las Estrellas No. III Subdivision – Pct. 3 (Forrest N. Runnels Jr.)
c. Brushline LTD Subdivision – Pct. 3 (Pat Fletcher)

4. Reimbursement of a Cash Deposit
a. Los Novillos Subdivision – Pct. 4 (Jose Guerra)

BACKGROUND

Attachments

Azteca Estates; Preliminary
Azteca Estates; Plat
H & R Subdivision; Preliminary
H & R Subdivision; Plat
Le Vendicion Ranch; Preliminary
Le Vendicion Ranch; Plat
Serna Ranch; Final
Serna Ranch; Plat
James C Swint; Final
James C Swint; Plat
Los Ebanos Professional Plaza; Final
Los Ebanos Profession Plaza; Plat
Spring Vista; Final
Spring Vista; Plat

Mandalay Bay Phase I; Final
Mandalay Bay Phase I; Plat
Las Estrellas No II; Final
Las Estrellas No. II; Plat
Las Estrellas No. III; Final
Las Estrellas No. III; Plat
Brushline, Ltd.; Final
Brushline Ltd; Plat
Los Novillos; reimbursement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 08:13 AM
Olga Garza	Olga Garza	02/24/2012 02:00 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Nora Cavazos Started On: 02/22/2012 03:30 PM

Final Approval Date: 03/02/2012

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: February 22, 2012

RE: **Azteca Estates Subdivision – Pct. 1**
Preliminary Approval

Azteca Estates is a seventy (70) lot subdivision located on the Northeast corner of Dillon Rd and Minnesota Rd.

The proposed Subdivision lies within the City of Donna E.T.J. and we have received authorization from them to be the lead entity in processing the proposed subdivision. The City will still be conducting an administrative staff review for the plat and will sign off on the final approved plat by the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 20, 2012. The proposed subdivision lies within a Zone "C" (Un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by onsite detention swales and by storm drainage pipe system discharging into the Donna Irrigation Drain ditch adjacent to the north property line.

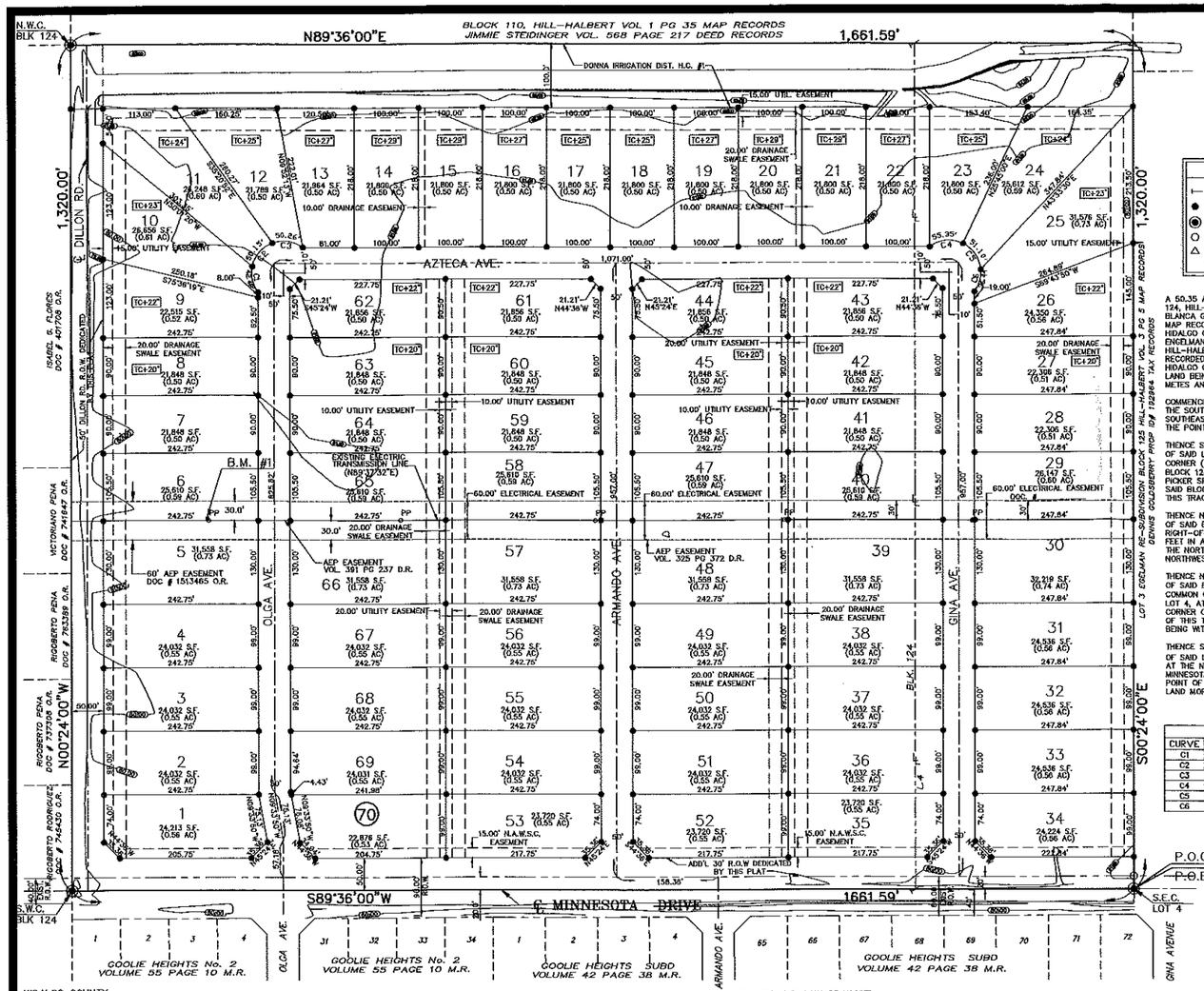
The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzales, ROW Agent on January 18, 2012 The proposed subdivision plat will dedicate twenty (30) feet on Minnesota Road and fifty (50) feet on Dillon Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

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

The applicant has submitted the required Large Construction Site Notice or NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project on January 01, 2012.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 21, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Donna.



SCALE: 1"=100'

LEGEND

- SET: NAIL
- ● SET: 1/2" IRON ROD
- ◉ SET: COTTON PICKER SPINDLE
- ○ FOUND: 1/2" IRON ROD
- △ UNABLE TO FIND/SET COR. INSIDE DRAIN DITCH

METES AND BOUNDS

A 50.35 ACRE TRACT OF LAND BEING ALL OF BLOCK 124, HILL-HALBERT TRACT, OUT OF EL GATO AND LA BLANCA GRANTS, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS; AND ALL OF LOT 4, ENGELMAN RE-SUBDIVISION, BLOCK 125, HILL-HALBERT, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 3 PAGE 5 MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 50.35 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE SET AT THE SOUTHEAST CORNER OF LOT 4 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH 89°36'00" WEST, WITH THE SOUTH LINE OF SAID LOT 4, AT 341.59 FEET PASS THE COMMON CORNER (SET NAIL) BETWEEN SAID LOT 4, AND SAID BLOCK 124, AT 1661.59 FEET IN ALL TO A COTTON PICKER SPINDLE SET AT THE SOUTHWEST CORNER OF SAID BLOCK 124 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 00°24'00" WEST, WITH THE WEST LINE OF SAID BLOCK 124, AT 20.00 FEET PASS THE NORTH RIGHT-OF-WAY LINE OF MINNESOTA ROAD AT 1320.00 FEET IN ALL TO A COTTON PICKER SPINDLE SET AT THE NORTHWEST CORNER OF SAID BLOCK 124 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 89°36'00" EAST, WITH THE NORTH LINE OF SAID BLOCK 124, AT 1320.00 FEET PASS THE COMMON CORNER (SET NAIL) OF SAID BLOCK 124 AND LOT 4, AT 1661.59 FEET IN ALL TO THE NORTHEAST CORNER OF SAID LOT 4, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND, SAID NORTHEAST CORNER BEING WITHIN A DRAINAGE DITCH.

THENCE SOUTH 00°24'00" EAST, WITH THE EAST LINE OF SAID LOT 4, AT 1300.00 PASS A" IRON ROD FOUND AT THE NORTH RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD, AT 1320.00 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 50.35 ACRES OF LAND MORE OR LESS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	42.48	50.00	48°40'38"	22.62	41.21
C2	50.15	50.00	57°27'59"	27.41	48.07
C3	50.26	50.00	57°35'48"	27.49	48.17
C4	55.35	50.00	63°25'53"	30.90	52.57
C5	51.10	50.00	58°33'04"	28.03	48.90
C6	36.44	50.00	41°46'28"	19.07	35.64

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE TOP OF CURB(TC) AND/OR PAVEMENT CENTERLINE (E P) 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 FRC 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" (AREAS OF MINIMAL FLOODING-NO SHADING) FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
   (A.) FRONT: SHALL BE 25 FEET OR EASEMENT WHICHEVER IS GREATER.
   FRONT GARAGE/CARPORT: SHALL BE AT 18 FEET.
   (B.) REAR: 20 FEET 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 = 82.58 (NAVD 1988). TOP OF THE BASE OF THE 1st EXIST. ELEC. TRANSMISSION LINE POWER POLE, EAST OF DILLON ROAD, BETWEEN LOTS 5 & 6. B.M. #2 = _____ (NAVD 1988). TOP OF DISK SET ON THE _____
5. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL LOTS.
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", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.
9. DONNA IRR. DIST. H.C. #1 IS IN CHARGE AND MAINTENANCE OF THE DRAINAGE DITCH.
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 100.262 CUBIC-FEET/2.3 ACRE-FEET OR 1,432 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 AZTECA 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.
17. A 6' CHAIN-LINKED FENCE TO BE INSTALLED AT THE TIME OF DEVELOPMENT ALONG THE NORTH LOT LINE(S) OF LOT(S) 11 THRU 24, AND THE WEST LOT LINE(S) OF LOT(S) 1 THRU 11.
18. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT OFFICE OF ENVIRONMENTAL SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THEISSUANCE 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.
19. NO DRIVEWAY ACCESS WILL BE ALLOWED FROM DILLON RD. ON TO LOTS 1 THRU 11, NOR FROM MINNESOTA RD. ONTO LOTS 1, 34, 35, 52, 53 & 70. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY THE DEVELOPER ALONG THE REAR OF ALL LOTS 1 THRU 11.
20. THE DIST. ELECTRICAL POLES/LINES ARE LOCATED APPROX. BTWN LOTS 5 & 6; 29 & 30; 40 & 39; 47 & 48; 58 & 57 WITH A TOTAL OF 60'(30' & 30') EASEMENT/SETBACK. NO STRUCTURES/FENCES SHALL BE BUILT WITHIN THE 60' EASEMENT.
21. ALL LOTS IN AZTECA ESTATES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN AZTECA ESTATES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF AZTECA ESTATES THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THIS SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") 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 AZTECA 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 AZTECA ESTATES, THE COUNTY AND/ THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY(AND EACH LOT OWNER, BY THE ACEPTANCE OF A DEED TO LOT IN AZTECA ESTATES ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASEMENT 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.

PLAT OF AZTECA ESTATES SUBDIVISION

PLAT SHOWING

ALL OF BLOCK 124, AND THE WEST 10.35 ACRES OF BLOCK 125 BOTH IN THE HILL-HILABERT TRACT, OF EL GATO AND LA BLANCA GRANTS, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: DECEMBER, 2011

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

ENBEN S.T.X., 2 LTD.,
AS OWNER OF THE 50.35 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED AZTECA 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: KYNDEL W. BENNETT, PRESIDENT
ENBEN S.TX., 2 LTD.
A TEXAS LIMITED PARTNERSHIP
BY: BENNETT-FLORES INVESTMENTS, L.L.C.
A TEXAS LIMITED COMPANY
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 AZTECA 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

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 PALMITO 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

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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

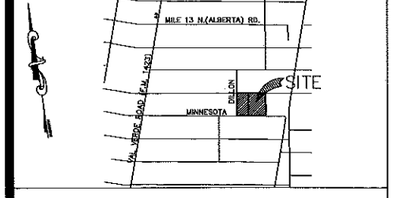
HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE

LOCATION MAP
SCALE: 1"=2,000'



K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES (FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

INDEX TO SHEETS OF AZTECA ESTATES SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; 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 ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; DONNA IRRIGATION DISTRICT H.C. #1, HC ROW AND HCHD. 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 VERSION); 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:

AZTECA ESTATES IS LOCATED ON THE NORTHEAST CORNER OF MINNESOTA & DILLON ROADS. 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 17,546) AND HIDALGO COUNTY PLANING 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, PRESIDENT	P.O. BOX 365	LA BLANCA, TX 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

KYNDEL W. BENNETT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF AZTECA 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

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: February 22, 2012

RE: **H & R Subdivision – Pct. 3**
Preliminary Approval

H & R is one (1) lot subdivision located on the West side of Mayberry Road approximate 340 feet north of Mile 8 North Rd.

The proposed Subdivision lies within the City of McAllen ETJ. And was approved by the Planning and Zoning Commission of said city on January 17, 2012

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 17, 2012. The proposed subdivision lies within a Zone "X" (Un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be achieved by a 15 foot detention swale. The nearest drain ditch outfall is approximate 1 ½ miles south of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Victor Gallardo, ROW Agent on January 25, 2012. The proposed subdivision plat will dedicate twenty (20) feet on Mayberry Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

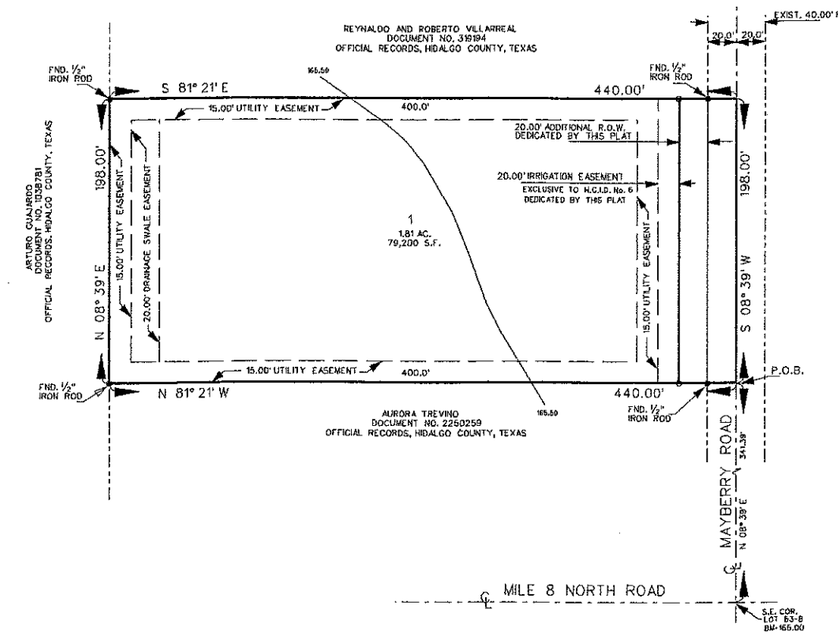
Water Services will be provided by Sharyland Water Supply Corporation. There is an existing two (2) inch waterline on Mayberry Rd. that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was submitted to, reviewed, by Oscar Salinas, inspector for the H.C.O.E.C. on February 07, 2012. Subdivision development will not be disturbing one acre of soil; therefore a TPDES general permit for construction Activities (TXR 150000) is not required.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 21, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of McAllen.

H AND R SUBDIVISION

A 2.00 ACRE TRACT OUT OF A CERTAIN 5.1 ACRE TRACT OUT OF LOT 53-B AMENDED MAP OF WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2250260, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



SC: 1" = 50'

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, HECTOR GARCIA JR OWNER OF THE 2.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "H AND R SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.

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

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

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

OWNER: HECTOR GARCIA JR
ADDRESS: 3504 LANDFORD
MISSION, TEXAS, 78574

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____, 2012

NOTARY PUBLIC, FOR THE STATE OF TEXAS

METES AND BOUNDS

A 2.00 ACRE TRACT OF LAND OUT OF A CERTAIN 5.1 ACRE TRACT OUT OF LOT 53-B, AMENDED MAP OF WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2250260, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT POINT ON THE EAST LINE OF LOT 53-B AND IN THE CENTERLINE OF MAYBERRY ROAD, FOR THE SOUTHEAST CORNER OF THIS TRCAT, SAID POINT BEARS N 08° 39' E, 341.39 FEET FROM THE SOUTHEAST CORNER OF LOT 53-B;

THENCE: N 81° 21' W, PASSING A ½" IRON ROD FOUND AT 20.00 FEET FOR THE WEST R.O.W LINE OF MAYBERRY ROAD, A TOTAL DISTANCE OF 440.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: N 08° 39' E, A DISTANCE OF 198.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRAGT;

THENCE: S 81° 21' E, PASSING A ½" IRON ROD FOUND AT 420.00 FEET FOR THE WEST R.O.W. LINE OF MAYBERRY ROAD, A TOTAL DISTANCE OF 440.00 FEET TO A POINT ON THE EAST LINE OF LOT 53-B AND IN THE CENTERLINE OF MAYBERRY ROAD FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE: S 08° 39' W, ALONG THE EAST LINE OF LOT 53-B AND THE CENTERLINE OF MAYBERRY ROAD, A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES OF LAND MORE OR LESS.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF H AND R SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF H AND R SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE H AND R SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 2012.

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: _____

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT IS SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE DOMESTIC WATER SYSTEM TO DISTRIBUTE POTABLE WATER. THIS DISTRICT WILL PROVIDE ONLY IRRIGATION WATER WHERE DISTRIBUTING FACILITES MUST BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND CONSISTING OF PIPELINES, VALVES, CHECK GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY. DATED THIS THE _____ DAY OF _____ A.D., 2012

SECRETARY _____ PRESIDENT _____

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

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

MAYOR, CITY OF McALLEN

STATE OF TEXAS
COUNTY OF HIDALGO

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

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

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

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

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

GENERAL NOTES:

1 MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 40.00 FEET OR GREATER FOR EASEMENTS
SIDES: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER
REAR 35.0' OR EASEMENT WHICH EVER IS GREATER
GARAGE/CARPORT SET BACK SHALL BE 18.0'

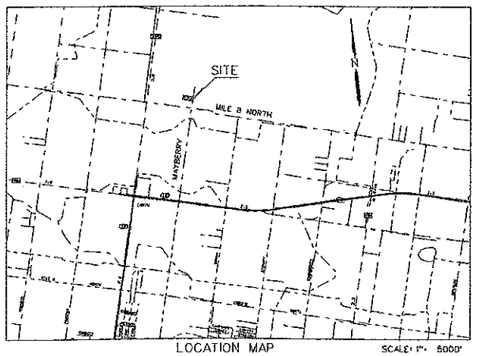
2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST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

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
↗ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION 165.00' INTERSECTION OF MILE 8 NORTH AND MAYBERRY ROAD, U.S.G.S MAP (NGVD)

5. FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C.P.N. 480334 0295 D
MAP REVISED: JUNE 6, 2000.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 827 CUBIC -FEET 0.018 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT



LOCATION MAP SCALE: 1"= 5000'

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

H AND R SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, ON THE WEST SIDE OF MAYBERRY ROAD, 341.39 FEET NORTH OF MILE 8 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN (POPULATION OF 132,225 2010 CENSUS). H AND R SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

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

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

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

10. 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 USE, AND MULTI-FAMILY USE.

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

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

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

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

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

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

12. HECTOR GARCIA JR., , THE OWNER & SUBDIVIDER OF H AND R 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.

13. 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.

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

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, 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.

16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE 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.

18. ALL LOTS IN H AND R SUBDIVISION ARE HEREBY GRANTED A " DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN H AND R SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF H AND R SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLE 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 H AND R SUBDIVISION BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN H AND R 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 H AND R 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 RECORED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

19. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT No. 16, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.

20. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSS PERMIT FROM THE DISTRICT.

21. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

22 NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

23. 4.0' CONC. SIDEWALK IS REQUIRED ON MAYBERRY ROAD

24. A 6.0 FT OPAQUE BUFFER MINIMUM HEIGHT REQUIRED FROM ADJECENT/BETWEEN MULTIFAMILY RESIDENTIAL AND COMMERCIAL AND OR INDUSTRIAL ZONES/USES
A 8.0 FT MASONRY BUFFER REQUIRED FROM ADJECENT/BETWEEN MULTIFAMILY RESIDENTIAL OR INDUSTRIAL ZONES/USES

REVISION NOTES.

No.	SHEET	REVISION	DATE	APPROVED

DATE OF PREPARATION: JANUARY 02, 2012

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	HECTOR GARCIA JR	3504 LANDFORD	MISSION, TEXAS. 78574	(956) 223-3535
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

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

SHEET 1 OF 2

INDEX TO SHEET OF H AND R 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; COUNTY APPROVAL CERTIFICATES; 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.I.D. CERTIFICATION; UNITED IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; H.C.N.D. AND H.C.R.O.W.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATIONS; REVISION NOTES; CONSTRUCTION DETAILS

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: February 22, 2012

RE: **Le Vendicion Ranch Subdivision – Pct. 4**
Preliminary Approval

Le Vendicion Ranch is three (3) lot subdivision located on the south side of Ingle Road approximate 300 feet East of Cesar Chaves Road.

The proposed Subdivision lies within the rural area of the Hidalgo County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 02, 2011. The proposed subdivision lies within a Zone "X" (Un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by on-site retention. The nearest drain ditch outfall is approximate 1.3 miles south of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzales, ROW Agent on December 08, 2011. The proposed subdivision plat will dedicate ten (10) feet on Ingle Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

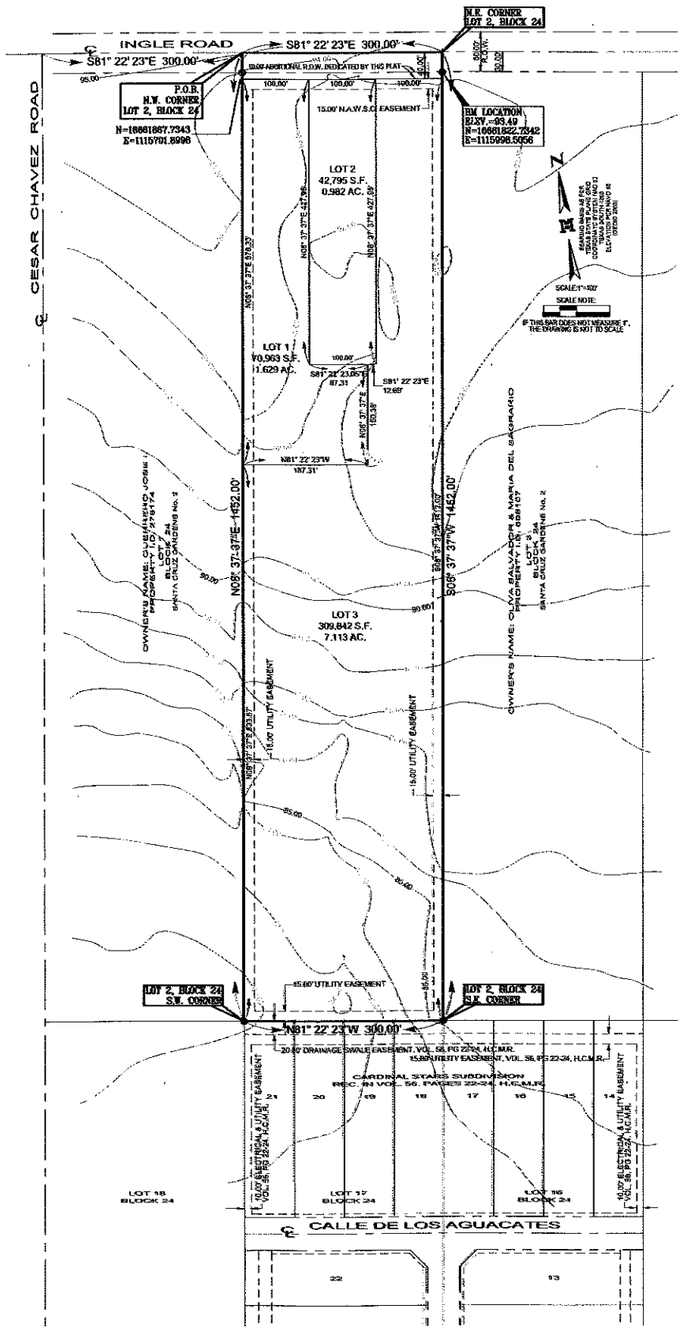
Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose Angel Gonzalez, and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Ingle Rd. that will serve as the primary source of water for the proposed development.

The applicant has submitted the required Large Construction Site Notice or NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project on February 07, 2012.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 21, 2012** subject to staff comments, future recommendations by Planning and other departments.

PLAT OF
LE VENDICION RANCH SUBDIVISION
BEING A RESUBDIVISION OF 10.000 ACRES BEING ALL OF LOT 2, BLOCK 24 SANTA CRUZ GARDENS No. 2 AS RECORDED IN VOLUME 8, PAGES 28–29, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 10.000 ACRES SITUATED IN THE HIDALGO COUNTY, TEXAS, BEING ALL OF LOT 2, BLOCK 24, SANTA CRUZ GARDENS No. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID 10.000 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 24, FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT, AND LOCATED WITHIN THE RIGHT-OF-WAY OF INGLE ROAD, SAID CORNER BEARS S 81° 22' 23" E A DISTANCE OF 300.00 FEET FROM THE CENTERLINE OF CESAR CHAVEZ ROAD;

1. THENCE S 81° 22' 23" E, ALONG THE NORTH LINE OF SAID LOT 2, BLOCK 24 AND WITHIN THE RIGHT-OF-WAY OF SAID INGLE ROAD, A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 24, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

2. THENCE S 08° 37' 37" W, ALONG THE EAST LINE OF SAID LOT 2, BLOCK 24, AT A DISTANCE OF 30.00 FEET PASS A No. 4 REBAR, WITH A NORTHING OF 16661822.7342 AND AN EASTING OF 1115998.5056, FOUND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID INGLE ROAD, CONTINUING A TOTAL DISTANCE OF 1452.00 FEET TO A No. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

3. THENCE N 81° 22' 23" W, ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK 24, A DISTANCE OF 300.00 TO A No. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 24, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

4. THENCE N 08° 37' 37" E, ALONG THE WEST LINE OF SAID LOT 2, BLOCK 24 AT A DISTANCE OF 1422.00 FEET PASS A No. 4 REBAR, WITH A NORTHING OF 16661867.7343 AND AN EASTING OF 1115701.8998, SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID INGLE ROAD, CONTINUING A TOTAL DISTANCE OF 1452.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.000 ACRES OF LAND, OF WHICH 0.207 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF INGLE ROAD, LEAVING A NET OF 9.793 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
ZONE "X" (NO SHADING)
ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.
PANEL No. 480334 0025 D MAP REVISED: JUNE 6, 2000, REVISED TO REFLECT L.O.M.R. 5/17/2001.

2. SETBACKS:
FRONT: 40.00 FEET
REAR: 15.00 FEET OR GREATER FOR EASEMENT
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER.

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS, 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.

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

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCHMARK: No. 4 REBAR FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF INGLE ROAD AT THE NORTHEAST CORNER OF THIS SUBDIVISION.
ELEVATION= 93.49, N= 16661822.7342, E= 1115998.5056. NAD 83 TEXAS SOUTH 4205.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO OBTAIN A TOTAL OF 10.974 CUBIC FEET (0.245 ACRE-FEET) OF STORM WATER RUNOFF, DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: LA BENDICION RANCH SUBDIVISION SHALL CONSIST OF ON-SITE RETENTION DUE TO THE SIZE OF EACH LOT, BEING THE SMALLEST 1.085 ACRES, DETENTION WILL BE HELD WITHIN THE DEPRESSED GREEN AREAS OF EACH LOT.

7. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL UTILIZED ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH T.C.E.Q. AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON EACH LOT.

A. OSSF SYSTEMS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR 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 DRAIN FIELD SYSTEM.

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

8. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

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

10. MICHAEL J. BALDWIN & MARIA BALDWIN, THE OWNERS & SUBDIVIDERS OF LE VENDICION RANCH SUBDIVISION RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF.

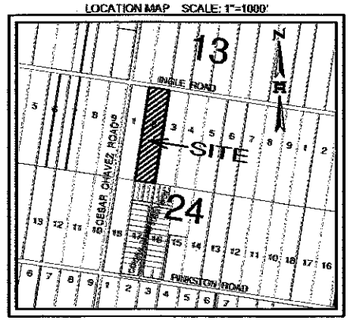
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

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

14. THIS TRACT OF LAND IS SUBJECT TO BLANKET EASEMENT TO A.E.P. TEXAS CENTRAL COMPANY, DOCUMENT No. 1349925, H.C.O.R.

LOCATION MAP SCALE: 1"=1000'



LEGEND
- O SET No. 4 REBAR WITH CAP STAMPED "MELDEN AND HUNT INC."
- ● FOUND No. 4 REBAR

RIGHT OF WAY EASEMENT

KNOWN 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, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS 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 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 DESCRIBED ABOVE 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 A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE 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 THE 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 HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20 _____.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LE VENDICION RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON:

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

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

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

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

LE VENDICION RANCH SUBDIVISION IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY, APPROXIMATELY 300 FEET EAST OF CESAR CHAVEZ ROAD, ON THE SOUTH SIDE OF INGLE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). LA BENDICION RANCH SUBDIVISION DOES NOT LIE WITHIN THE EDINBURG'S 2-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

INDEX TO SHEET OF LE VENDICION RANCH SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION CERTIFICATION, ATTESTATION; ENGINEERING & SURVEYORS CERTIFICATION; COUNTY CLERKS RECORDING CERTIFICATE; REVISION NOTES, SANTA CRUZ IRRIGATION DISTRICT No. 15, H.C.I.D. No. 1, HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES, CONSTRUCTION DETAILS.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MICHAEL J. BALDWIN MARIA BALDWIN	4408 E. INGLE ROAD	EDINBURG, TX. 78541	(956) 393-8983	(732)873-8297
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839

STATE OF TEXAS
COUNTY OF HIDALGO:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

WE, MICHAEL J. BALDWIN and MARIA BALDWIN AS OWNER OF THE 10.00-ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LE VENDICION RANCH SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), 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(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS,
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS,
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS,
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

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

_____ _____
MICHAEL J. BALDWIN DATE
4408 E. INGLE ROAD
EDINBURG, TEXAS 78541

_____ _____
MARIA BALDWIN DATE
4408 E. INGLE ROAD
EDINBURG, TEXAS 78541

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MICHAEL J. BALDWIN & MARIA BALDWIN, AND PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF LE VENDICION RANCH SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON SEPTEMBER 14, 2011, AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED.

Fred L Kurth 2-17-12

FRED L. KURTH, L.P.E. # 54151, R.P.L.S. # 4750
DATE SURVEYED: 09-14-2011
DATE PREPARED: 09-19-2011
T-920, PAGES 17 & 18, REF. TO T-703, PG. 48
ENGINEERING JOB No. 11106.00
SURVEYING JOB No. 11106.05

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS · REGISTERED · FRED L. KURTH · 4750 · PROFESSIONAL LAND SURVEYOR

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 200_____ SUBJECT TO THE FOLLOWING:
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT;
4.) AND IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

_____ _____
SECRETARY PRESIDENT

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: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LE VENDICION RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____, DAY OF _____, 20 _____

_____ _____
ENVIROMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LE VENDICION RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____, DAY OF _____, 20 _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

MELDEN & HUNT INC
CONSULTANTS - ENGINEERS - SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541 PH: (956) 381-0981 FAX: (956) 381-1839
227 N. F.M. 3167 MID CITY DR. TX 78582 PH: (956) 467-5256 FAX: (956) 467-5253
www.meldenandhunt.com
TBPE FIRM # F-1435 ESTABLISHED 1947

DRAWN BY: J. C. Z. DATE: 02-17-2012
SURVEYOR, CHECKED _____ DATE: _____
FINAL CHECK _____ DATE: _____

V:\Land Development\fieldnotes\Hidalgo County\11106 - Le Vendicion Ranch\11106.00 - Plat Development\dwg\11106 SUBD.dwg, 2/17/2012 2:16:48 PM, DWG To PDF.pc3

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: February 22, 2012

RE: **Serna Ranch Subdivision – Pct. 1**
Final Approval

Serna Ranch is a three (3) lot subdivision located on the East side of FM 491 approximate 450 feet South of Mile 16 North Road.

The proposed Subdivision lies within the City of La Villa ETJ and was approved by Planning & Zoning and City Council of said city.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 08, 2011. The proposed subdivision lies within a Zone "X" (shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by utilizing the green areas of each lot.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzales, ROW Agent on April 12, 2011. The proposed subdivision plat will dedicate twenty (20) feet on FM 491 and twenty five (25) feet on Serna Drive of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

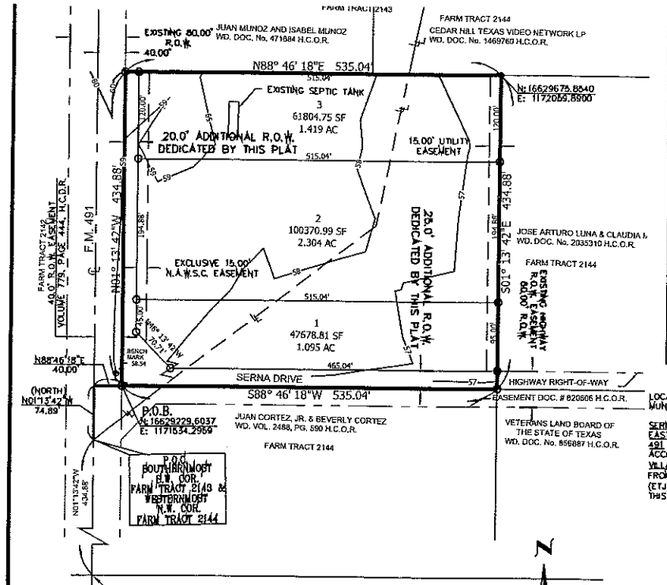
Sanitary Sewer Services will be provided by OSSF. All septic tank have been installed and inspected by The Hidalgo County Environmental Health Department on January 01, 2012.

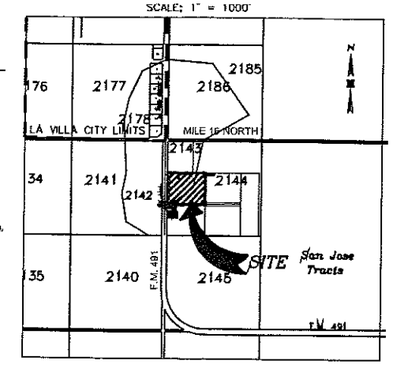
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (4) inch waterline on FM 491 that will serve as the primary source of water for the proposed development.

The H.C.O.E.C. conducted a final review and determined that less than one acre of soil disturbance would take place during construction and it was not part of a large common plan of development. Coverage under TPDES General Permit for Construction Activities (TXR 150000) was not required.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on August 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 **February 21, 2012.**





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

SERNA RANCH SUBDIVISION IS LOCATED IN THE WEST PART OF HIDALGO COUNTY ON THE EAST SIDE OF F.M. 491, APPROXIMATELY 450 FEET SOUTH OF ITS INTERSECTION WITH F.M. 491 AND MILE 18 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA VILLA ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY LA VILLA (POPULATION 1,442). SERNA RANCH SUBDIVISION LIES APPROXIMATELY 0.5 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 1 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

SUBDIVISION MAP OF SERNA RANCH SUBDIVISION

BEING A RESUBDIVISION OF 6.342 ACRES OUT OF FARM TRACT 2143 & 2144 NORTH CAPISALLO DISTRICT SUBDIVISION VOL. 2, PG. 10, H.C.M.R. HIDALGO COUNTY, TEXAS.



INDEX TO SHEET OF SERNA RANCH SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, AND EASEMENT LAYOUT; DESCRIPTION METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; MAYOR'S CERTIFICATE, P&Z CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. EASEMENT CERTIFICATION.

LEGEND

● FND. INCH REBAR

○ SET INCH REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES, CONSTRUCTION DETAILS.

RIGHT OF WAY EASEMENT

KNOWN 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, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS 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 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 LANDS DESCRIBED ABOVE 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 A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE 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 THE 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 HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20 _____.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

DESCRIPTION OF SERNA RANCH SUBDIVISION

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 6.342 ACRES (6.34 ACRES DEED CALL) SITUATED IN THE COUNTY OF HIDALGO, TEXAS, CONSISTING OF A 2.926 ACRE TRACT BEING A PART OR PORTION OUT OF FARM TRACT 2143 AND A 2.416 ACRE TRACT BEING A PART OR PORTION OUT OF FARM TRACT 2144, ALL OUT OF NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO PLAT THEREOF, RECORDED IN VOLUME 2, PAGES 7-13 AND PAGES 15-20, HIDALGO COUNTY MAP RECORDS, WHICH SAID 6.342 ACRES (6.34 ACRES DEED CALL) HAVING BEEN CONVEYED TO MARTHA SERNA, ELIAS SERNA, AND GENOVEVA SERNA, BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NO. 2178112, HIDALGO COUNTY OFFICIAL RECORDS, SAID 6.342 ACRES (6.34 ACRES DEED CALL) ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERNMOST SOUTHWEST CORNER OF SAID FARM TRACT 2143 AND THE WESTERN NORTHWEST CORNER OF SAID FARM TRACT 2144;

THENCE, N 01°13'42"W (NORTH DEED CALL) ALONG THE WEST LINE OF SAID FARM TRACT 2143 WITHIN THE RIGHT-OF-WAY OF MILE 1 WEST-F.M. 491 ROAD, A DISTANCE OF 74.89 FEET;

THENCE, N 88°46'18"E (EAST DEED CALL) A DISTANCE OF 40.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16629229.6037, EASTING: 1171534.2959) ON THE EAST RIGHT-OF-WAY LINE OF MILE 1 WEST-F.M. 491 ROAD, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT, WHICH SAID RIGHT-OF-WAY WAS GRANTED TO THE COUNTY OF HIDALGO BY INSTRUMENT RECORDED IN VOLUME 779, PAGE 444, HIDALGO COUNTY DEED RECORDS;

1. THENCE, N 01°13'42"W (NORTH DEED CALL) ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 1 WEST-F.M. 491 ROAD, A DISTANCE OF 434.88 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

2. THENCE, N 88°46'18"E (EAST DEED CALL) AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR SET FOR THE PROPOSED/ADDITIONAL EAST RIGHT-OF-WAY LINE FOR MILE 1 WEST-FM 491 ROAD AS PER THE HIDALGO COUNTY THOROUGHFARE MAP, AT A DISTANCE OF 404.81 FEET PASS THE EAST LINE OF SAID FARM TRACT 2143 AND THE WEST LINE OF SAID FARM TRACT 2144, CONTINUING A TOTAL DISTANCE OF 535.04 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16629675.8540, EASTING: 1172059.8900), FOR THE NORTHEAST CORNER OF THIS TRACT;

3. THENCE, S 01°13'42"E (SOUTH DEED CALL) AT A DISTANCE OF 120.00 FEET PASS A NO. 4 REBAR SET IN LINE, AT A DISTANCE OF 289.88 FEET PASS A NO. 4 REBAR SET IN LINE, CONTINUING A TOTAL DISTANCE OF 434.88 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

4. THENCE, S 88°46'18"W (WEST DEED CALL) AT A DISTANCE OF 478.17 FEET PASS THE WEST LINE OF SAID FARM TRACT 2144 AND THE SOUTH LINE OF SAID FARM TRACT 2143, CONTINUING A TOTAL DISTANCE OF 535.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.342 ACRES (6.34 ACRES DEED CALL), OF WHICH 0.200 OF ONE ACRE LIES WITHIN SAID PROPOSED THOROUGHFARE MAP RIGHT-OF-WAY OF MILE 1 WEST-F.M. 491 ROAD, AND 0.324 OF ONE ACRE LIES WITHIN SAID PROPOSED ADDITIONAL RIGHT-OF-WAY OF SERNA DRIVE, LEAVING A 4.818 ACRES OF LAND, MORE OR LESS.

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 AREA LEES THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES OF 100-YEAR FLOOD.

-PANEL NO. 480334 0450 C EFFECTIVE: JUNE 6, 2000, REVISED TO REFLECT LOWR WAY 30, 2002
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY PANEL NO. 480334 0450 C EFFECTIVE DATE: JUNE 6, 2000 REVISED TO REFLECT LOWR WAY 30, 2002 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127.)

2. SETBACKS:
FRONT: 50 FEET F.M. 491
REAR: 15.00 FEET
SIDES: 5.00 FEET
SIDE CORNER: 20.00 FEET

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

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD 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.

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1 - ELEV. 58.54 N.G.V.D. 29 DESCRIPTION: SQUARE CUT ON HEAD WALL APPROXIMATELY 10.00 FEET NORTH AND 8.00 FEET WEST FORM THE SOUTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 1751 CUBIC FEET OR 0.040 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (DETENTION WILL BE HELD WITHIN THE GREEN AREA OF EACH LOT).

7 ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL THE 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 OR 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 DRAIN FIELD SYSTEM.

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

8. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

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

10. GENOVEVA SERNA, ELIAS SERNA & MARTHA SERNA, THE OWNER & SUBDIVIDERS OF SERNA RANCH SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOTS AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

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

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

15. LOT 1 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO F.M. 491. ACCESS SHALL BE GRANTED TO LOT 1 FROM SERNA DRIVE.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT NO. 9

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT NO. 9, DATED THIS THE _____ DAY OF _____, 2011.

PRESIDENT _____ DATE _____

ATTEST: _____ DATE _____
SECRETARY

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF SERNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SERNA RANCH 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 SERNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR 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: _____

_____

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

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, GENOVEVA SERNA, ELIAS SERNA & MARTHA SERNA AS OWNER OF THE 6.342 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SERNA RANCH _____ HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

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

_____ _____
GENOVEVA SERNA DATE:
417 N MAGNOLIA AVENE
LA VILLA, TEXAS 78568

_____ _____
ELIAS SERNA . DATE .

_____ _____
MARTHA SERNA . DATE .

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GENOVEVA SERNA, ELIAS SERNA & MARTHA SERNA PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS 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 THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011 .

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

CITY OF LA VILLA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF SERNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF LA VILLA ON _____

_____ _____
P&Z CHAIRMAN OF THE CITY OF LA VILLA DATE

CITY OF LA VILLA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF SERNA RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VILLA ON _____

_____ _____
MAYOR OF THE CITY LA VILLA DATE

ATTEST: _____ _____
SECRETARY OF THE CITY OF LA VILLA DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE SERNA RANCH SUBDIVISION
WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 03-29-11 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

2-14-12

FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED 3-29-11
DATE PREPARED 04-01-11
T-913 PG 43-44 JOB No. 11042.00
SURVEY JOB No. 11042.08

STATE OF TEXAS REGISTERED FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL LAND SURVEYOR

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	GENOVEVA SERNA ELIAS SERNA MARTHA SERNA	417 N. MAGNOLIA AVE.	LA VILLA, TX 78568	(956) 854-1943	FAX
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE OFF: (956) 381-0981
EDINBURG, TX. 78541 FAX: (956) 381-1839
227 N. F.M. 3167 OFF: (956) 487-8206
RIO GRANDE CITY, TX. 78582 FAX: (956) 488-8591

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

DRAWN BY: _____ DATE: _____
IRRIGATION, CHECKED _____ DATE: _____
SURVEYED, CHECKED _____ DATE: _____
FINAL CHECK _____ DATE: _____

V:\Land Development\dwg\Subdivisions\SERNA RANCH.dwg, 2/14/2012 10:15:53 AM, Kyocera FS-9530DN

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: February 22, 2012

RE: **James C. Swint Sr. Subdivision – Pct. 1**
Final Approval

James C. Swint Sr. is one (1) lot subdivision located on the North side of FM 495 approximate 264 feet East of Border Road.

The proposed Subdivision lies within the City of Alamo ETJ and was approved by the Board of Commissioners of said city on Tuesday, September 06, 2011.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 22, 2011. The proposed subdivision lies within a Zone "C" (Un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be achieved by an onsite detention swale.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on April 12, 2011. The proposed subdivision plat will dedicate ten (10) feet on FM 495 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. The septic tank has been installed and inspected by The Hidalgo County Environmental Health Department on January 15, 2012.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on FM 495 Rd. that will serve as the primary source of water for the proposed development.

The H.C.O.E.C. conducted a final review and determined that less than one acre of soil disturbance would take place during construction and it was not part of a large common plan of development. Coverage under TPDES General Permit for Construction Activities (TXR 150000) was not required.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on September 27, 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 **February 21, 2012.**

STATE OF TEXAS
COUNTY OF HIDALGO

I, JULITA ROSA GUTIERREZ, OWNER OF A 2.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "JAMES C. SWINT SR. SUBDIVISION", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT 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 LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARD.

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

JULITA ROSA GUTIERREZ _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JULITA ROSA GUTIERREZ PROVED TO ME THROUGH HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2011.

NOTARY PUBLIC

CITY OF ALAMO
CERTICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0009(c) AND § 212.0015(b)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JAMES C. SWINT SR. SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALAMO ON_____

MAYOR OF THE CITY OF ALAMO _____ DATE _____

ATTEST: SECRETARY OF THE CITY OF ALAMO DATE

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ALAMO, 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 _____ DATE _____

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT No. 1, ON THE _____ DAY OF _____, 2011.

SECRETARY _____ PRESIDENT _____

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JAMES C. SWINT SR. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____.

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST: HIDALGO COUNTY CLERK _____ DATE _____

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE THE TIME OF SURVEY.

PABLO PENA, III, R.P.L.S. NO. 5242 _____ 12-06-2010 DATE SURVEYED

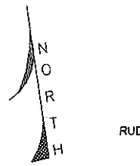
I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

PABLO F. PENA, JR., P.E. NO. 34985 _____ 12-06-2010 DATE OF PREPARATION

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 GENERLALY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRIANGE DISTRICT No. 1

PENA ENGINEERING
POST OFFICE BOX 4320
McALLEN TEXAS 78502
OFFICE (956) 682-8812
FAX (956) 631-7362



CAD – SUBJAMES
SCALE: 1" = 30'

NOTE: BASIS OF BEARING, IS THE WEST LINE OF BAR SUB'D No. 7 V. 24 P. 23-A MAP RECORDS

LEGEND

F1 – FOUND 1/2" DIAMETER IRON PIPE
F2 – FOUND 5/8" DIAMETER IRON ROD
S – SET 1/2" DIAMETER IRON ROD
R.O.W. – RIGHT-OF-WAY
S.W.C. – SOUTHWEST CORNER
O.R. – OFFICIAL RECORDS

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JAMES C. SWINT SR WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____, 2011.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JAMES C. SWINT SR WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2011.

ENVIRONMENTAL HEALTH DIVISION MANAGER

DATE: _____

COUNTY CLERK'S RECORDING CERTIFICATE:

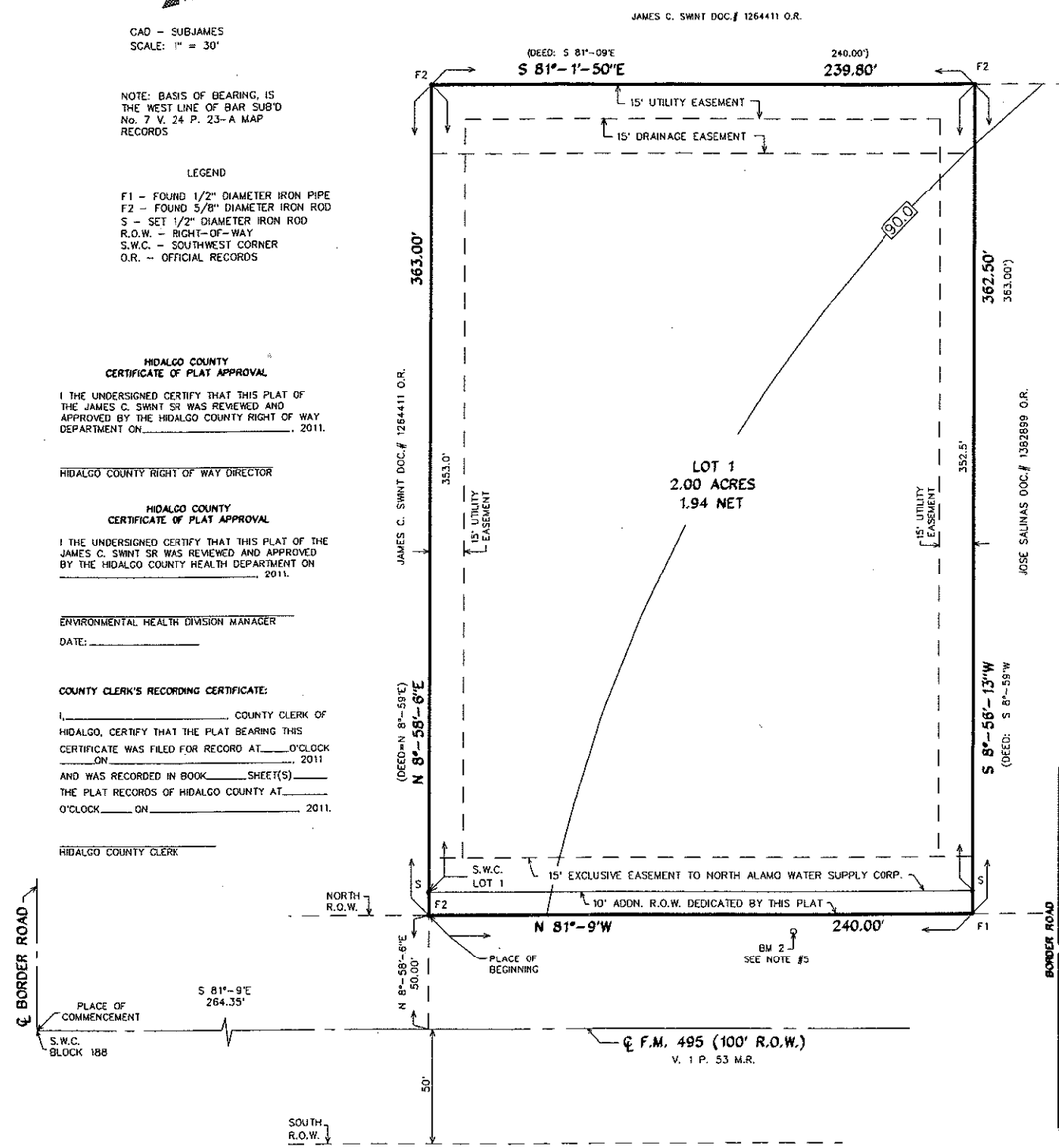
I,_____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT_____O'CLOCK _____ON_____, 2011 AND WAS RECORDED IN BOOK_____SHEET(S)_____ THE PLAT RECORDS OF HIDALGO COUNTY AT_____ O'CLOCK_____ ON_____, 2011.

HIDALGO COUNTY CLERK

SUBDIVISION PLAT OF

"JAMES C. SWINT Sr."

A 2.00 ACRE TRACT OF LAND OUT OF BLOCK 188, HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 1 PAGE 53 OF THE MAP RECORDS OF SAID COUNTY;



NO.	SHEET	REVISION	DATE	APPROVED

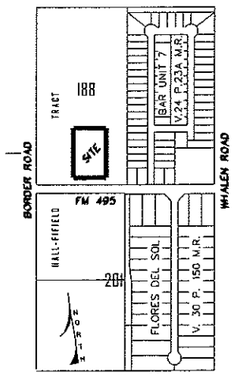
PRINCIPAL CONTACTS:

OWNER: JULITA ROSA GUTIERREZ 5010 RIVERA ST PHARR, TX 78577 PH: 956-460-4378
SURVEYOR: PABLO PENA, III 1001 W. WHITEWING McALLEN, TX 78501 PH: 956-682-8812 FX: 956-631-PENA
ENGINEER: PABLO F. PENA JR 1001 W. WHITEWING, McALLEN, TX 78501 PH: 956-682-8812 FX: 956-631-7362

INDEX TO SHEETS

SHEET 1:
HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREET AND EASEMENT LAYOUTS; METES AND BOUNDS; SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES

SHEET 2:
FINAL ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATIONS (ENGLISH AND SPANISH VERSIONS) DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES;



SCALE: 1" = 500'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
JAMES C. SWINT SR. SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED IN SOUTHEASTERLY HIDALGO COUNTY ON THE NORTH SIDE OF F.M. 495 AND IS APPROXIMATELY 264.35 FEET EAST OF BORDER ROAD. THE NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 14, 768 – 2005 CENSUS). JAMES C. SWINT SR. SUBDIVISION IS WITHIN THE CITY ETJ.

PLAT NOTES AND RESTRICTIONS

1) THIS AREA IS IN FLOOD ZONE "C" AREAS OF MINIMUM FLOODING: FLOODING: COMMUNITY PANEL NUMBER 480334 0425 C MAP REVISED: NOVEMBER 16, 1982
ZONE: "C" – THIS CERTIFIES THAT THIS PROPERTY IS NOT IN FLOOD PRONE AREA
2) MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 50.0 FEET SIDE: 15.00 FEET REAR: 30.0 FEET
3) NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH (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.
4) MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE CENTER LINE OF ROAD OR 18 INCHES 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 ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5) BM 1 – BENCHMARK FOUND A COTTON PICKER SPINDLE LOCATED 1980 FEET FROM THE NORTHEAST CORNER OF PASTOS VERDES SUB'D RECORDED IN VOLUME 53 PAGE 181 M.R. CENTERLINE OF SIOUX ROAD, ELEVATION= 91.30 N.G.V.D. 88 DATUM
BM 2 – BENCHMARK SET A SQUARE CUT ON TOP OF STORM WATER INLET LOCATED 7.40 FEET SOUTH AND 82.00 FEET WEST FROM THE PROPOSED SUBDIVISION ELEVATION=90.09 N.G.V.D. 88 DATUM
6) DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND MODEL SUBDIVISION RULES POLICIES AND REGULATIONS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1985 CUBIC FEET (0.05 ACRE FEET).
7) DRAINAGE SWALES EASEMENT: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT, EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OR 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.
8) 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 HEIGHTS GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9) 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.
10) 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 DESIGNATED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERICAL USE AND MULTIFAMILY USE.
(B) THE LOT COMPLIES WITH THE MINIMUM 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 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.
11) THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
12) JULITA ROSA GUTIERREZ, THE OWNER & SUBDIVIDER OF "JAMES C. SWINT Sr. SUB'D" RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
13) ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. 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.
14) AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR SCHOOLS, 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.
15) TxDOT DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO F.M. 495. TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/ OR BUILDING PERMIT
16) THE LOT IN JAMES C. SWINT SR. IS HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM THE LOT IN JAMES C. SWINT SR. TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF JAMES C. SWINT SR. 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 NO. 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 LOT COMPRISING JAMES C. SWINT SR. 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 THE LOT IN JAMES C. SWINT SR, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND THE LOT OWNER, THE ACCEPTANCE OF A DEED TO LOT IN JAMES C SWINT SR 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.

METES AND BOUNDS DESCRIPTION:

A 2.00 ACRE TRACT OF LAND OUT OF BLOCK 188, HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1 PAGE 53 OF THE MAP RECORDS OF SAID COUNTY; SAID 2.00 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 188, THENCE WITH THE SOUTH LINE OF SAID BLOCK, THE CENTERLINE OF F.M 495 S 81°09'E 264.35 FEET, THENCE N 08°58'06"E 50.00 FEET TO A FIVE-EIGHTS (5/8) INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE N 08°58'06"E (DEED: N 08°59'E) 363.00 FEET TO A FIVE-EIGHTS (5/8) INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE S 81°01'50"E 239.80 FEET (DEED: S 81°09'E 240.00 FEET) TO A FIVE-EIGHTS (5/8) INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE WEST LINE OF JOSE SALINAS' TRACT DESCRIBED IN DOCUMENT No. 1382899 OFFICIAL RECORDS, S 08°56'13"W 362.50 FEET (DEED: S 08°59'W 363.00 FEET) TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE NORTH RIGHT OF WAY OF F.M. 495, N 81°09'W 240.00 FEET TO THE PLACE OF BEGINNING, CONTAINING TWO (2.00) ACRES, MORE OR LESS;

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: February 22, 2012

RE: **Los Ebanos Professional Plaza Subdivision – Pct. 3**
Final Approval

Los Ebanos Professional Plaza is two (2) lot subdivision located on the West side of Mayberry Road approximate 340 feet north of Mile 8 North Rd.

The proposed subdivision lies within the City of Mission ETJ and was approved administratively by staff of said city on October 13, 2011.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 16, 2011. The proposed subdivision lies within a Zone "X" (Un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be achieved by an onsite detention swales. The nearest drain ditch outfall is approximate 1 mile south of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Carlos Moreno, ROW Agent on October 12, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Los Ebanos Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

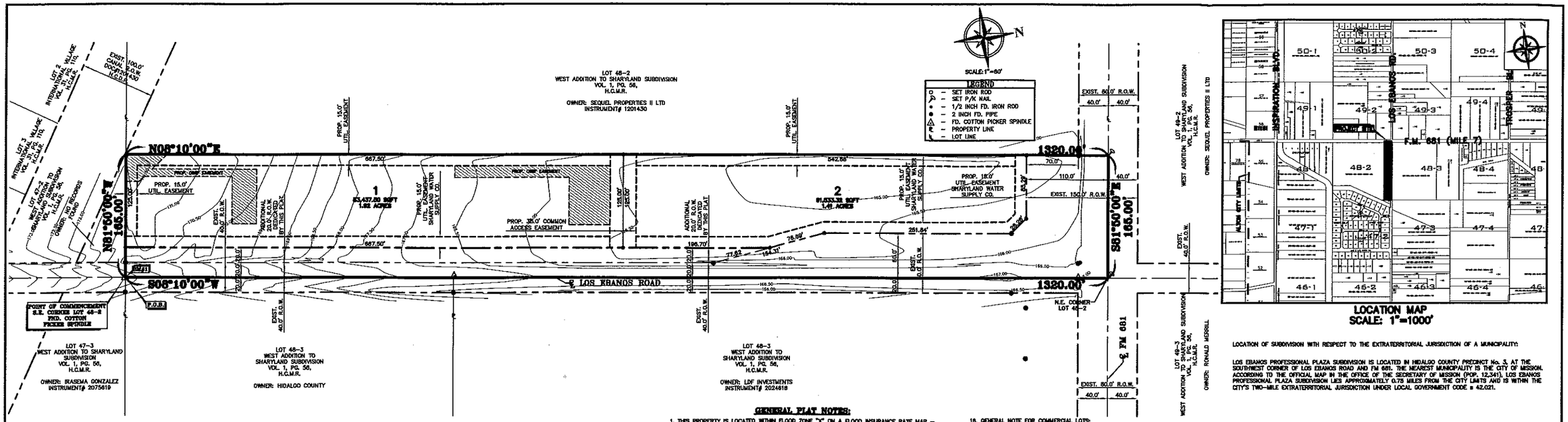
Sanitary Sewer Services will be provided by OSSF. All septic tanks will be installed at development permit stage. Septic tank design has been reviewed and approved by The Hidalgo County Environmental Health Department on January 10, 2012.

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

The H.C.O.E.C. conducted a final onsite inspection of the proposed project and has coordinated with the applicant regarding their compliance with their SWP3 on January 10, 2012. Final review was completed and has met the requirement of the Hidalgo County MS4 permit (TXR040408) Construction Site Monitoring Program.

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 **February 21, 2012.**



LOCATION MAP
SCALE: 1"=1000'

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

LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION IS LOCATED IN HIDALGO COUNTY PRECINCT No. 3, AT THE SOUTHWEST CORNER OF LOS EBANOS ROAD AND FM 681. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF MISSION (POP. 12,241), LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION LIES APPROXIMATELY 0.78 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE § 42.021.

LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION

THE EAST 8.0 ACRES OF LOT 48-2, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND BEING 3.00 ACRES OF TRACT 1, AND 2.00 ACRES OF TRACT 2, AS RECORDED IN SPECIAL WARRANTY DEED, INSTRUMENT NUMBER 1853637, IN THE COUNTY CLERK'S OFFICE, HIDALGO COUNTY, TEXAS, AND ALSO BEING THE EAST 5.00 ACRES OF LOT 48-2, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS; SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF LOT 48-2, WEST ADDITION TO SHARYLAND SUBDIVISION AND OF TRACT 1, SPECIAL WARRANTY DEED, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°50'00" WEST, ALONG THE SOUTH LOT LINE OF SAID LOT 48-2, AND OF TRACT 1, AT 20.00 FEET, PASS A 1/2 INCH IRON ROD FOUND, FOR A TOTAL DISTANCE OF 165.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT 1, AND OF THIS TRACT OF LAND;

THENCE NORTH 08°10'00" EAST, ALONG THE WEST LINE OF TRACT 1, AND CONTINUING WITH THE WEST LINE OF TRACT 2, AND PARALLEL TO THE WEST LOT LINE OF SAID LOT 48-2, AT 1320.00 FEET PASS A 1/2 INCH IRON ROD FOUND, ON THE SOUTH RIGHT OF WAY LINE OF F.M. 681, AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO A P/K NAIL SET ON THE NORTH LOT LINE OF SAID LOT 48-2, ALSO BEING THE CENTER LINE OF F.M. 681, FOR THE NORTHWEST CORNER OF SAID TRACT 2, AND OF THIS TRACT OF LAND;

THENCE SOUTH 81°50'00" EAST, ALONG THE NORTH LOT LINE OF SAID LOT 48-2, AND OF TRACT 2, A DISTANCE OF 165.00 FEET TO A P/K NAIL SET, BEING THE NORTHEAST CORNER OF SAID LOT 48-2, AND OF TRACT 2, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°10'00" WEST, ALONG THE WEST LOT LINE OF SAID LOT 48-2, AND OF TRACT 2, AND TRACT 1, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES OF LAND, MORE OR LESS.

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE 232.028 (b) SEE EXHIBIT "A" UNDER SEPERATE DOCUMENT ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

INDEX OF SHEETS LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION

1	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.I.D. CERTIFICATION; H.C.I.D. CERTIFICATION; HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT CERTIFICATION; REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

DATE OF PREPARATION: JUNE 2011

SAMES SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD. PHARR, TEXAS 78577
TEL. (956) 702-8880
FAX: (956) 702-8883
REGISTRATION # F-10602

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, ALLAN FRANCIS MAUN MERCADO (4MAFRELP), AS OWNER OF THIS 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032, AND THAT:

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

OWNER: 4MAFRELP
PRESIDENT: ALLAN FRANCIS MAUN MERCADO
1407 MALTESE
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALLAN FRANCIS MAUN MERCADO (4MAFRELP) KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE OF_____, 20__.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
DIRECTOR DATE

STATE OF TEXAS
CITY OF MISSION

THIS PLAT OF LOS EBANOS PROFESSIONAL PLAZA 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 _____, 2011

CHAIRMAN

CITY OF MISSION CERTIFICATE OF APPROVAL:

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR, CITY OF MISSION DATE

_____ _____ ATTEST:
CITY SECRETARY DATE

COUNTY CLERK'S RECORDED IN CERTIFICATE:

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

ON: _____ AT _____AM/PM

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20__.

"HIDALGO COUNTY JUDGE" _____ DATE _____

"HIDALGO COUNTY CLERK" _____ DATE _____

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT, SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE ___ DAY OF _____, 20__.

ATTEST: _____
SECRETARY PRESIDENT

STATE OF TEXAS
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOS EBANOS PROFESSIONAL PLAZA WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

SAUL D. MALDONADO, PE NO. 100380 DATE

STATE OF TEXAS · SAUL D. MALDONADO · 100380 · LICENSED · PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

"KNOW ALL MEN BY THESE PRESENTS:

THAT I, SAMUEL D. MALDONADO, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SAMUEL D. MALDONADO, RPLS NO. 6067 DATE

STATE OF TEXAS · SAMUEL D. MALDONADO · 6067 · REGISTERED · PROFESSIONAL · LAND SURVEYOR

NO.	SHEET	REVISION	DATE	APPROVED

GENERAL PLAT NOTES:

1. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" ON A FLOOD INSURANCE RATE MAP — COMMUNITY PANEL NO. 480334 0295 D, REVISED JUNE 6, 2000. AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN
2. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE 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
3. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS: FRONT: 50 FEET; REAR = 15 FEET; CORNER SET BACK; 20 FEET, INTERIOR SIDE; 6 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED. OR EASEMENT, WHICHEVER IS GREATER IN ALL CASES
4. THIS SUBDIVISION IS SERVED BY SHARYLAND WATER SUPPLY COMPANY.
5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
   —>B.M. No.1—ELEV. 166.28 N=16639653.59 E=1041435.84 DESCRIPTION: A COTTON PICKER SPINDLE FOUND ON THE CENTER LINE OF LOS EBANOS ROAD.
6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 48.110 CUBIC-FEET 1.0358 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 FOR DRAINAGE IMPROVEMENTS & DRAINAGE REPORT.)
7. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL 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.
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (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.
9. 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.
10. 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 USE AND 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 HAD DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
11. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT TO 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.
12. THERE ARE NOT WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
13. ALLAN FRANCIS MAUN MERCADO (4MAFRELP), THE OWNER & SUBDIVIDER OF LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.
14. 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.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND 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.
16. GENERAL NOTE FOR COMMERCIAL LOTS: LOTS 1 AND 2 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 AND 2 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR ALL DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
17. DRAINAGE SWALES, DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE, IF IT'S DETERMINED AT THE TIME OF BUILDING PERMIT STAGE THAT DETENTION REQUIREMENTS ARE GREATER THAN PLAT ENGINEER CONSIDERED FOR THIS SUBDIVISION.
18. NO ACESS/DRIVEWAY WILL BE ALLOWED FROM FM 681 TO LOT 2.
19. FIRE HYDRANTS ARE PLACED IN THIS SUBDIVISION AT THE REQUEST OF THE CITY OF MISSION. THE FIRE HYDRANTS ARE PLACED ON A NON-FIRE RATED SYSTEM. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT IT WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT IT WILL.
20. A FIVE (5.0) FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG STATE HIGHWAY 107 AND LOS EBANOS ROAD AT BUILDING PERMIT STAGE.
21. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS AND ALONG.
22. ALL LOT CORNERS ARE MARKED BY A 1/2" ° IRON ROD.
23. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWQP) REQUIREMENTS.
24. ALL COMMON ACCESS AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
25. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
26. ALL LOTS IN LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESCRIBED 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 LOS EBANOS PROFESSIONAL PLAZA 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 LOS EBANOS PROFESSIONAL PLAZA 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 LOS EBANOS PROFESSIONAL PLAZA SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT SURROUNDING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
27. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
28. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
29. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
30. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NO AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	4MAFRELP(ALLAN FRANCIS MAUN MERCADO)	1407 MALTESE	EDINBURG, TEXAS 78539	(956) 631-0081	
ENGINEER:	SAUL D. MALDONADO, P.E.	200 S. CAGE BLVD.	PHARR, TEXAS 78577	(956) 702-8880	(956) 702-8883
SURVEYOR:	SAMUEL D. MALDONADO, RPLS	200 S. CAGE BLVD.	PHARR, TEXAS 78577	(956) 702-8880	(956) 702-8883

S:\SAMES\SUB\SUB 2011\Nov 11\006 -HWY 107 & LOS EBANOS CIRNC\dwg\? 10/5/2011 2:47:50 PM, samesl

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: February 22, 2012

RE: **Spring Vistas Subdivision – Pct. 1**
Final Approval

Spring Vistas is a six (6) lot subdivision located on the Northeast corner of FM 493 and Mile 12 ½ North Road.

The proposed Subdivision lies within the City of Donna ETJ and was approved by Planning & Zoning and City Council of said city.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 25, 2009. The proposed subdivision lies within a Zone "X" (shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be achieved by onsite detention swale.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on June 28, 2006. The proposed subdivision plat will dedicate twenty (20) feet on FM 493 and twenty (20) feet on Mile 12 ½ North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

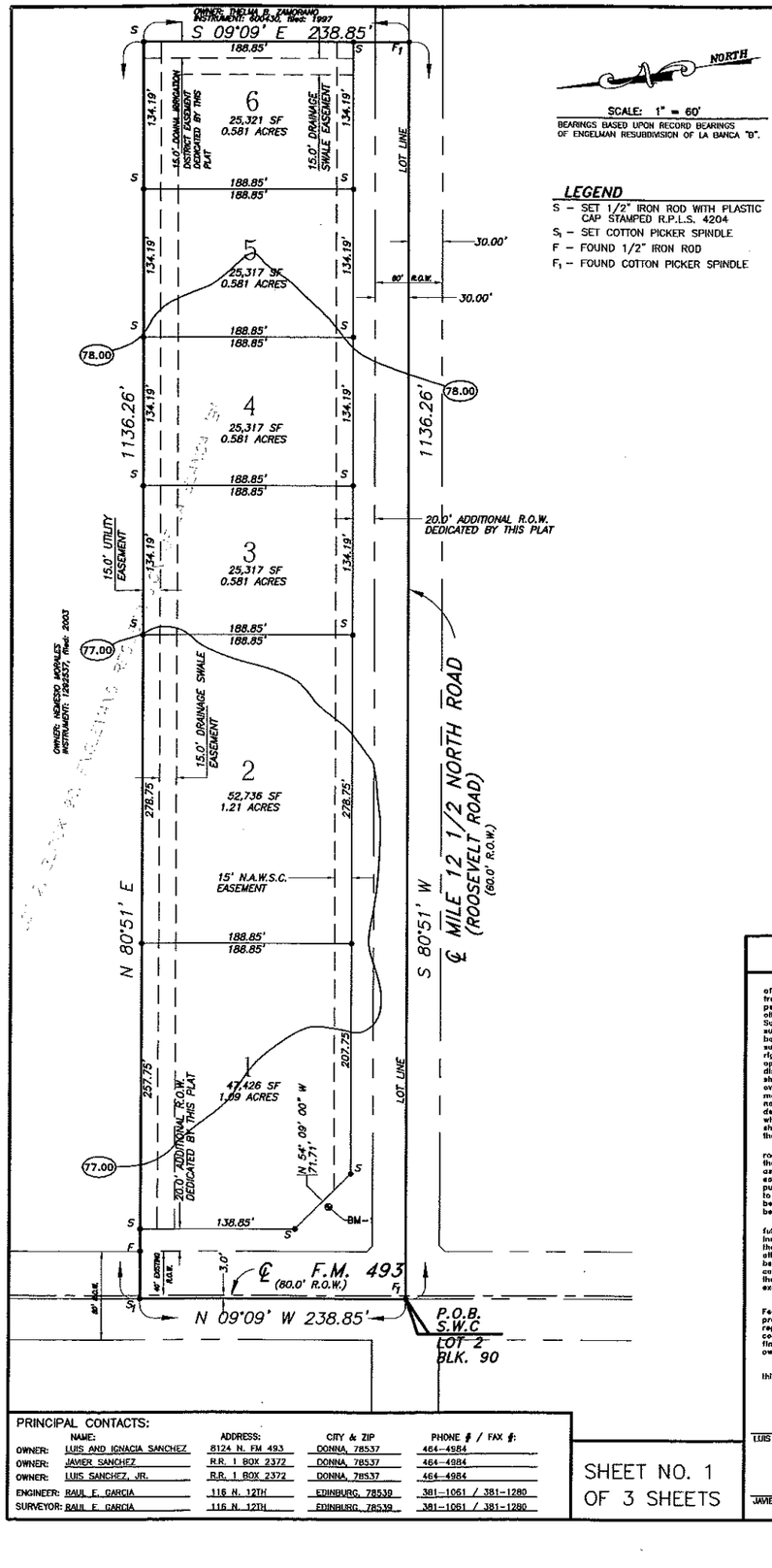
Sanitary Sewer Services will be provided by OSSF. All septic tank have been installed and inspected by The Hidalgo County Environmental Health Department on January 17, 2012.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Mile 12 ½ Rd. that will serve as the primary source of water for the proposed development.

The H.C.O.E.C. conducted a final review and determined that less than one acre of soil disturbance would take place during construction and it was not part of a large common plan of development. Coverage under TPDES General Permit for Construction Activities (TXR 150000) was not required.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on January 26, 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 **February 21, 2012.**



NORTH

SCALE: 1" = 60'

BEARINGS BASED UPON RECORD BEARINGS OF ENGELMAN RESUBDIVISION OF LA BANCA "B".

LEGEND

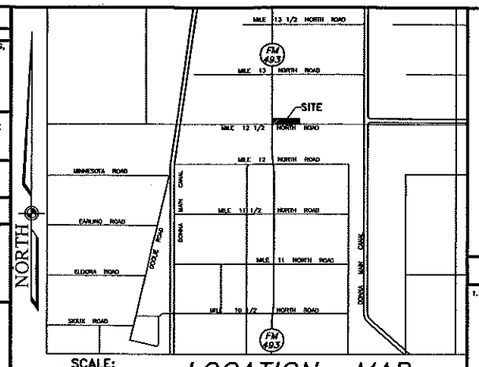
- S – SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. 4204
- S_1 – SET COTTON PICKER SPINDLE
- F – FOUND 1/2" IRON ROD
- F_1 – FOUND COTTON PICKER SPINDLE

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATIONS; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; CITY APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.R.W. APPROVAL; H.C.H.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BOOK FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, SWALE DETAIL, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

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

SPRING VISTAS SUBDIVISION IS LOCATED IN H.C.P. #1 IN NORTHERN HIDALGO COUNTY ON THE N.E. CORNER OF THE INTERSECTION OF F.M. 493 (LA BLANCA) AND MILE 12 1/2 NORTH ROAD (ROOSEVELT ROAD). THE NEAREST MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF DONNA (17,048), SPRING VISTAS SUBDIVISION LIES APPROXIMATELY THREE MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) BUT IS WITHIN THE CITY'S FIVE MILE ETJ UNDER LOCAL GOVERNMENT CODE S 212.001.



SCALE: 1" = 3000'

LOCATION MAP

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVISION PLAT OF SPRING VISTAS SUBDIVISION

A 6.23 ACRE TRACT OUT OF LOT 2, BLOCK 90, ENGELMAN RESUBDIVISION OF LA BLANCA "B", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGE 4, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

DATE: APRIL 11, 2007

SCALE IN FEET: 0 100' 200' 300'

SCALE: 1"---- 60'

ENGINEER: d-5001
R.E. Garcia
Associates

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" SHADED
AREAS OF THE 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
COMMUNITY-PANEL NO. 480334 0450 C
EFFECTIVE DATE: JUNE 04, 2000 LOMR: MAY 30, 2002
THE AREAS WITHIN WITH IN THE DRAINAGE EASEMENTS ARE WITHIN THE 100-YEAR FLOOD PLAIN.
THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITH ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. NO MORE THAN ONE-SINGLE FAMILY DEATCHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
3. ALL CORNERS SET HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. 4204 OR AS NOTED.
4. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FT. OF SUBDIVISION
5. 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 USE AND MULTI-FAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENTS 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 ACCEPTING A LOT.
6. SETBACKS ARE AS FOLLOWS:

FRONT (ROOSEVELT ROAD)	50.00' OR EASEMENT, WHICHEVER IS GREATER.
SIDE	6.00' OR EASEMENT, WHICHEVER IS GREATER.
REAR	15.00' OR EASEMENT, WHICHEVER IS GREATER.
CORNER SIDE	20.00' OR EASEMENT, WHICHEVER IS GREATER.

7. ALL PUBLIC EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY THE UTILITY PROVIDER.
8. ANY DRAINAGE SWALES CONSTRUCTED FOR THE RETENTION OF DRAINAGE WATERS SHALL BE MAINTAINED BY EACH RESPECTIVE LOT OWNER. NO FILL OR PUNMAGE STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT MIGHT INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
9. BENCHMARK:
BM-1: A BRASS DISK SET IN A CONCRETE SLAB LOCATED 70 FEET NORTH AND 83 FEET EAST OF THE POINT OF BEGINNING.
ELEV.: 86.00 DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929
10. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND MODEL SUBDIVISION RULES POLICIES AND REGULATIONS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 10.224 C.F. (0.2347 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED THROUGH PROPERLY GRADED SWALES.
11. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY UTILITY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS, OR FLOWERS)AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.
12. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF MILE 12 1/2 ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR A LOT LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY THE 18 POST CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
14. LUIS SANCHEZ, IGNACIA SANCHEZ, JAVIER SANCHEZ AND LUIS SANCHEZ JR., THE OWNERS & SUBDIVIDERS OF SPRING VISTAS SUBDIVISION HEREBY AN EASEMENT UPON EACH LOT FOR THE PURPOSE INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED IN SHEET No. 2 OF THIS PLAT.
15. ALL LOTS IN SPRING VISTAS SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUNOFF FROM ALL LOTS IN A SPRING VISTAS SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF SPRING VISTAS 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 SPRING VISTAS SUBDIVISION BECAUSE OF 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 THE LOTS IN SPRING VISTAS SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN SPRING VISTAS 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 THE PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT & OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

METES AND BOUNDS DESCRIPTION FOR A 6.23 ACRE TRACT

A 6.23 acre tract of land being the south 238.85 feet of the west 1,136.26 feet of Lot 2, Block 90, Engleman Resubdivision of La Blanca "B" Subdivision, as recorded in Volume 3, Page 4, Map Records, Hidalgo County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a found cotton picker spindle within the FM 493 Right-of-Way being the southwest corner of said Lot 2, Block 90, for the southwest corner of herein described tract.

THENCE N 09° 09' 00" W 238.85 feet along the west line of said Lot 2, Block 90, to a set cotton picker spindle for the northwest corner of herein described tract.

THENCE N 80° 51' 00" E parallel to the south line of said Lot 2, Block 90, pass at 43.00 feet a found one-half inch iron rod being the east Right-of-Way line of said FM 493 and continuing for a total distance of 1,136.26 feet to a set one-half inch iron rod for the northeast corner of herein described tract.

THENCE S 09° 09' 00" E parallel to the west line of said Lot 2, Block 90, pass at 208.85 feet a point being the north R.O.W. line of Mile 12½ North Road (Roosevelt Road) and continuing for a total distance of 238.85 feet to a found cotton picker spindle on the centerline of said Mile 12½ North Road (Roosevelt Road) also being the south line of said Lot 2, Block 90 for the southeast corner of herein described tract.

THENCE S 80° 51' 00" W 1,136.26 feet along said centerline of Mile 12 ± Road (Roosevelt Road) also being the south line of said Lot 2, Block 90, to the point of beginning and containing 6.23 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 lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the 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 .

LUIS SANCHEZ

IGNACIA SANCHEZ

JAVIER SANCHEZ

LUIS SANCHEZ, JR.

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

I, LUIS SANCHEZ, IGNACIA SANCHEZ, JAVIER SANCHEZ & LUIS SANCHEZ JR. AS OWNER OF THE 6.23 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SPRING VISTAS SUBDIVISION , HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET 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 WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;

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

LUIS SANCHEZ
8124 N. FM 493
DONNA, TEXAS 78537

IGNACIA SANCHEZ
R.R. 1 BOX 2372
DONNA, TEXAS 78537

JAVIER SANCHEZ
R.R. 1 BOX 2372
DONNA, TEXAS 78537

LUIS SANCHEZ, JR.
R.R. 1 BOX 2372
DONNA, TEXAS 78537

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared LUIS SANCHEZ, IGNACIA SANCHEZ, JAVIER SANCHEZ & LUIS SANCHEZ JR., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expresses.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____.

NOTARY PUBLIC

COUNTY CLERK'S RECORDING CERTIFICATE

_____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___ M, ON _____, AND WAS RECORDED IN INSTRUMENT #: _____ OF THE MAP RECORDS OF HIDALGO COUNTY.

_____ HIDALGO COUNTY CLERK

CITY OF DONNA CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §212.009(c) & §212.0115(b)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SPRING VISTAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF DONNA ON _____.

MAYOR, CITY OF DONNA — DATE

ATTEST: SECRETARY, CITY OF DONNA — DATE

APPROVAL BY THE PLANNING COMMISSION OF DONNA

THIS PLAT OF SPRING VISTAS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA AND IS HEREBY APPROVED BY SUCH.

ATTEST: SECRETARY — CHAIRMAN, PLANNING COMMISSION

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT, ON THIS _____ DAY OF _____ A.D., 200__.

SECRETARY — CHAIRMAN

DONNA IRRIGATION DISTRICT WILL NOT BE RESONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SPRING VISTAS 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 SPRING VISTAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE #49.211(C). THE DISTRICT 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: _____
DISTRICT MANAGER

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SPRING VISTAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 64790
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE # / FAX #:
OWNER:	LUIS AND IGNACIA SANCHEZ	8124 N. FM 493	DONNA, 78537	464-4984
OWNER:	JAVIER SANCHEZ	R.R. 1 BOX 2372	DONNA, 78537	464-4984
OWNER:	LUIS SANCHEZ, JR.	R.R. 1 BOX 2372	DONNA, 78537	464-4984
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 3 SHEETS

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: February 22, 2012

RE: **Mandalay Bay Phase I Subdivision – Pct. 4**
Final Approval

Mandalay Bay Phase I Subdivision is a fifty (50) lot subdivision located on the Northwest corner of Kenyon Road and Ingle Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 16, 2011. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by storm drainage pipe system with Type "A" inlets. Pipe system will be connecting to an existing 24" RCP along the North side of Ingle Rd discharging into an existing Irrigation Drain Ditch located approximately 300 feet East of the development.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on August 17, 2011. The proposed subdivision plat will dedicate ten (10) feet on Ingle Road and ten (10) feet on Kenyon Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

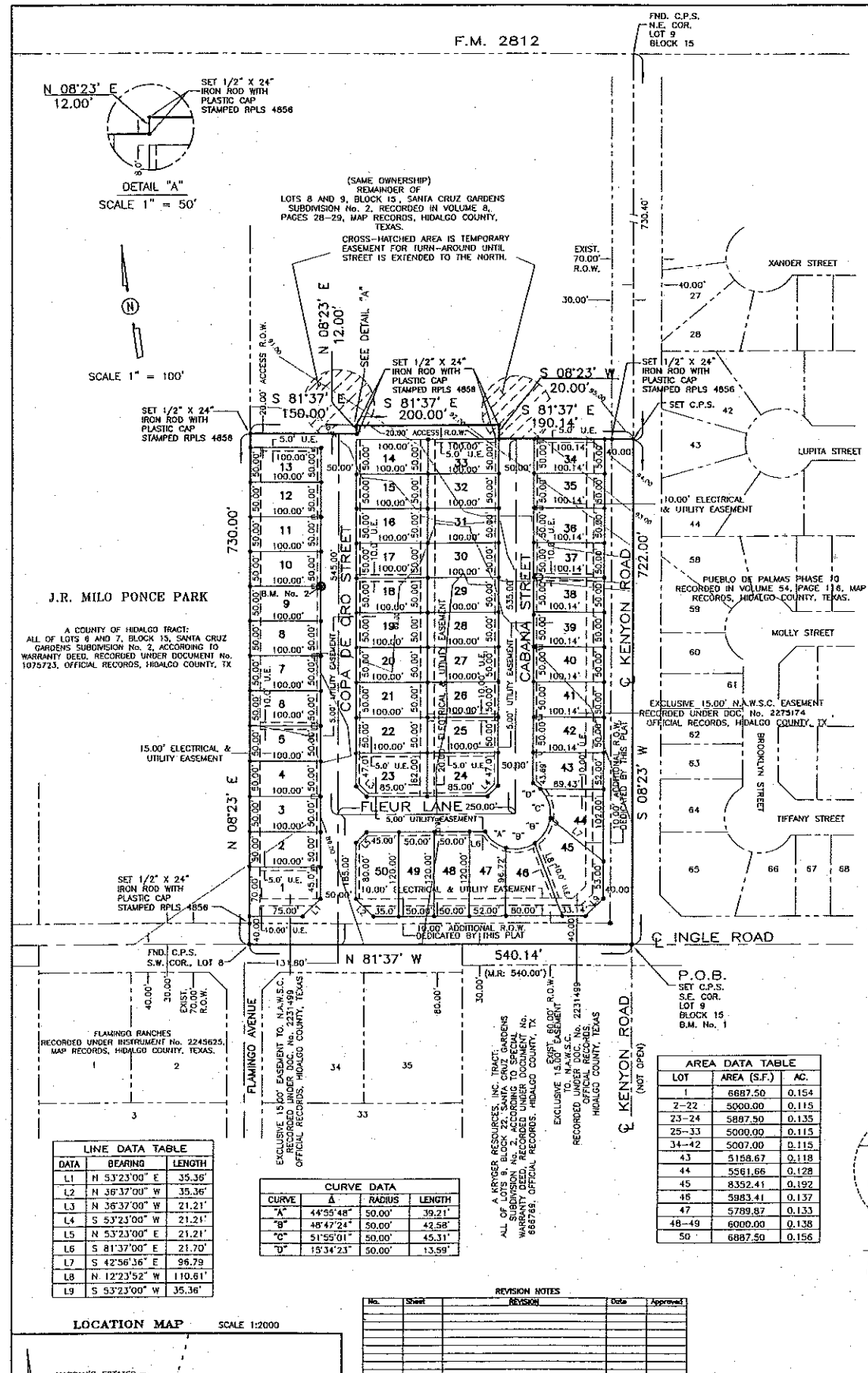
Sanitary Sewer Services will be provided by the City of Edinburg.

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

The H.C.O.E.C. has cleared the proposed subdivision on January 07, 2012 for final approval. The applicant has met the requirements of the Hidalgo County MS4 Permit (TXR040408) Construction Site Monitoring Program.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on September 27, 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.

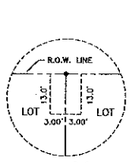
The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 21, 2012.**



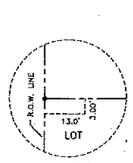
LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 53°23'00" E	35.36'
L2	N 36°37'00" W	35.36'
L3	N 36°37'00" W	21.21'
L4	S 53°23'00" W	21.21'
L5	N 53°23'00" E	21.21'
L6	S 81°37'00" E	21.70'
L7	S 42°56'36" E	96.79
L8	N 12°23'52" W	110.61'
L9	S 53°23'00" W	35.36'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	44°55'48"	50.00'	39.21'
"B"	48°47'24"	50.00'	42.58'
"C"	51°55'01"	50.00'	45.31'
"D"	15°34'23"	50.00'	13.59'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	6687.50	0.154
2-22	5000.00	0.115
23-24	5887.50	0.135
25-33	5000.00	0.115
34-42	5007.00	0.115
43	5158.67	0.118
44	5561.66	0.128
45	8352.41	0.192
46	5983.41	0.137
47	5789.87	0.133
48-49	6000.00	0.138
50	6887.50	0.156

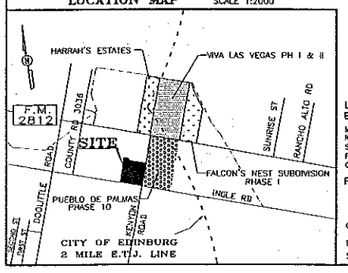


DETAIL "1"
PROP. 6.0'X13.0' EXCLUSIVE EASEMENT TO NAWSC NON FENCING SEE NOTE 16



DETAIL "2"
PROP. 6.0'X13.0' EXCLUSIVE EASEMENT TO NAWSC NON FENCING SEE NOTE 16

LOCATION MAP SCALE 1:2000



REVISION NOTES				
No.	Sheet	REVISION	Date	Approved

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

MANDALAY BAY SUBDIVISION PHASE I, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTHWEST CORNER OF INGLE ROAD AND KENYON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), MANDALAY BAY SUBDIVISION PHASE I, LIES APPROXIMATELY 2.03 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
	GARCO, Ltd. GARCO MANAGEMENT, L.L.C.-GENERAL PARTNER				
OWNER:	RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
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

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.

2.- MINIMUM BUILDING SETBACK LINES:

FRONT:	25.00 FEET
FRONT FOR GARAGE/ CARPORT	18.00' FEET
FRONT CUL-DE-SAC	15.00' FEET
REAR:	20.00 FEET
SIDE:	6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE:	10.00 FEET

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY OF THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" 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.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 88.05 C.P.S. SET ON THE SOUTHEAST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. No. 2 ELEVATION= 89.20 1/2 IRON ROD SET IN CONC. WITH DISK AT THE NORTHEAST CORNER OF LOT 9 OF THE SUBDIVISION. NAVD 88 DATUM.

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32,555.13 CUBIC -FEET (0.75 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.

7.- LEGEND • - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.- 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.

9.- 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.

10.- A FOUR (4.0) FOOT SIDEWALK ON INTERIOR STREETS FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER.

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

12.- 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 AFTER METER(S).

13.- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

14.- CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED (NORTH) IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE (NORTH).

15.- NO ACCESS WILL BE ALLOWED FROM INGLE ROAD & KENYON ROAD ONTO LOT 1 AND LOTS 34 THROUGH 50. THE DEVELOPER SHALL INSTALL A BUFFER FENCE ABUTTING INGLE ROAD AND KENYON ROAD.

16.- U.E. DENOTES UTILITY EASEMENT

17.- AS PER THE CITY OF EDINBURG, A 20.00 FOOT ACCESS R.O.W. IS LOCATED ON THE NORTH SIDE OF LOT 13. A 8.0' CONCRETE SIDEWALK WILL PROVIDE ACCESS TO PEDESTRIAN TRAFFIC TO J.R. MILO PONCE PARK.

18.- A NORTH ALAMO WATER SUPPLY CORP. NON FENCING EASEMENT WILL BE LOCATED ON THE FOLLOWING LOTS FOR WATER METER ACCESS. (BETWEEN LOTS 1 & 2, 3 & 4, 5 & 6, 7 & 8, 9 & 10, 11 & 12, 35 & 36, 37 & 38, 39 & 40, 41 & 42 AND 44 & 45. THE NORTH SIDE OF LOTS 13, 34 AND 43.) SEE DETAILS "1" AND "2".

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MANDALAY BAY SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

SUBDIVISION PLAT OF:

MANDALAY BAY SUBDIVISION PHASE I

AN 9.07 ACRE TRACT OF LAND OUT OF LOTS 8 AND 9, BLOCK 15, SANTA CRUZ GARDENS UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1260911, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 9.07 ACRE TRACT OF LAND OUT OF LOTS 8 AND 9, BLOCK 15, SANTA CRUZ GARDENS UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2249150, 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 AT THE INTERSECTION OF THE CENTERLINES OF KENYON ROAD AND INGLE ROAD FOR THE SOUTHEAST CORNER OF LOT 9 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 81°37' W, ALONG THE SOUTH LINE OF LOTS 8 AND 9 AND THE CENTERLINE OF INGLE ROAD, A DISTANCE OF 540.14 FEET (MAP RECORD: 540.00 FEET) TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF LOT 8 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 08°23' E, ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF INGLE ROAD, A TOTAL DISTANCE OF 730.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 81°37' E, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE: N 08°23' E, A DISTANCE OF 12.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 81°37' E, A DISTANCE OF 200.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 08°23' W, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE: S 81°37' E, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 160.14 FEET FOR THE WEST RIGHT OF WAY LINE OF KENYON ROAD, A TOTAL DISTANCE OF 190.14 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 9 AND IN THE CENTERLINE OF KENYON ROAD FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 08°23' W, ALONG THE EAST LINE OF LOT 9 AND THE CENTERLINE OF KENYON ROAD, A DISTANCE OF 722.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.07 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SANTA CRUZ GARDENS UNIT No. 2, RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 23TH DAY OF JUNE 20 11

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____ 200__ SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY- AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT _____ SECRETARY

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 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 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 done 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 executes this instrument this 25th day of January 20 12

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.-GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

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

I, GARCO, Ltd., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, GARCO MANAGEMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ACTING BY ITS PRESIDENT, RICHARD A. GARZA, AS OWNER OF THE 9.07 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MANDALAY BAY SUBDIVISION PHASE I, 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 MADE 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.

1/25/12
DATE

GARCO, Ltd,
BY: GARCO MANAGEMENT, L.L.C.-GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C., GENERAL PARTNER OF GARCO, LTD., A TEXAS LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 25th day of January, 20 12

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012.

LILIA A. QUINTANILLA— NOTARY PUBLIC

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE FACILITIES 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: _____

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

ATTEST:

MAYOR'S SIGNATURE _____ DATE _____ CITY SECRETARY _____ DATE _____

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

WE THE UNDERSIGNED CERTIFY that this plat of the MANDALAY BAY SUBDIVISION PHASE I, was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge _____ Date _____

ATTEST:
Hidalgo County Clerk _____ Date _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $43,970.00.

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $1,801.60 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $80,080.00 FOR THE SUBDIVISION. THE SUBDIVIDER WILL PAY A TOTAL OF $40,725.00 TO THE CITY OF EDINBURG TO COVER THE COST OF SEWER SERVICE CONNECTION.

DATED THIS THE 25th DAY OF JANUARY 20 12

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

PLANNING & ZONING
COMMISSION CERTIFICATION

I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as MANDALAY BAY SUBDIVISION PHASE I conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____ 20____.

CHAIRPERSON-PLANNING & ZONING COMMISSION

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

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

BY: _____ DEPUTY

INDEX TO 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 ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/DSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES, COUNTY CLERK'S RECORDING CERTIFICATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
office@qhaengineering.com

SHEET NO. 1 OF 3 SHEETS:	FILENAME : F:\DATA\SUBDIVS\EDINBURG\MANDALAY BAY SUBDIVISION\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JUNE 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: February 22, 2012

RE: **Las Estrellas No. II Subdivision – Pct. 3**
Final Approval with Financial Guarantee

Las Estrellas No.II Subdivision is a six (6) lot subdivision located on the Southwest corner of Mile 6 North Road and Minnesota 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 September 2, 2011. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by on-site drainage detention swales. The nearest drain ditch outfall is approximately 1 ¼ mile South of the subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Carlos Moreno, ROW Agent on October 13, 2011. The proposed subdivision plat will dedicate thirty (30) feet on Mile 6 Road and fifteen (15) feet on Minnesota Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

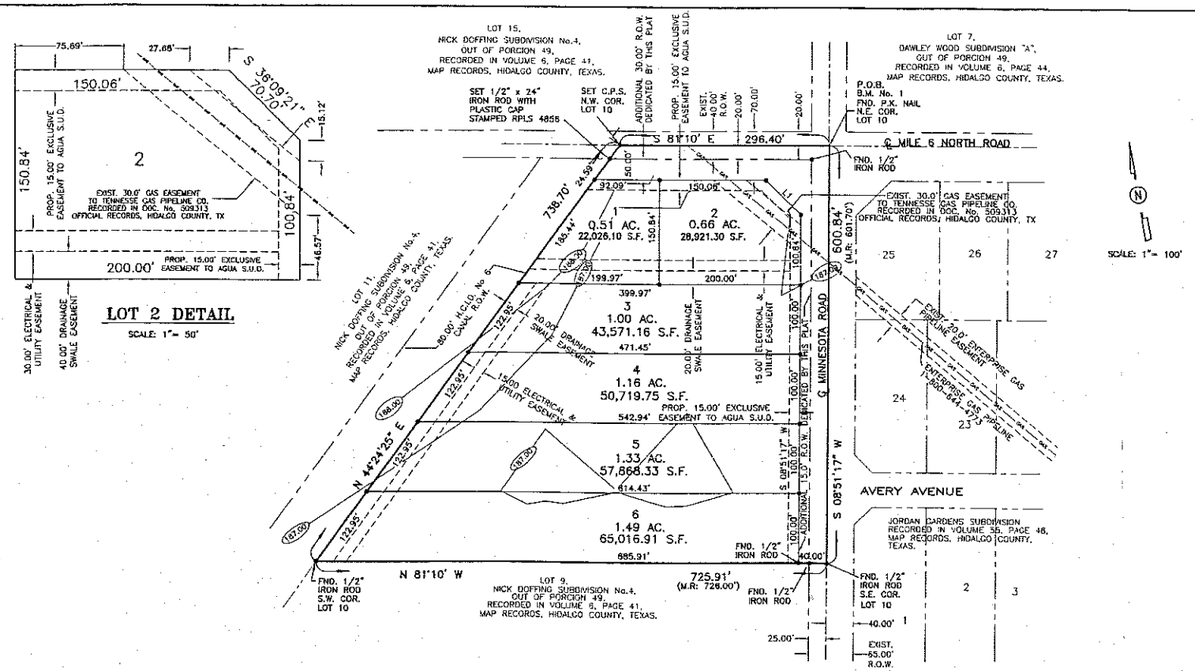
Water Services will be provided by Agua SUD. There is an existing six (8) inch waterline on Minnesota Road that will serve as the primary source of water for the proposed development.

The H.C.O.E.C. conducted a final review on January 09, 2012 and determined that less than one acre of soil disturbance would take place during construction and it was not part of a large common plan of development. Coverage under TPDES General Permit for Construction Activities (TXR 150000) was not required.

The Subdivider is requesting Final Approval with Financial Guarantee. Cash deposit in the amount of $9,000.00 that was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The cash deposit will be used to secure the funds for the installation of all septic tank systems.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on October 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 with Financial Guarantee** on **February 21, 2012.**



LOT 2 DETAIL.

SCALE: 1"= 50'

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN COMMUNITY–PANEL NUMBER 480334 0290 D EFFECTIVE DATE: JUNE 6, 2000.

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOT. 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 ET; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (NOTES AND BOUNDS): SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C. R.O.W. AND HEALTH CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTRICT 6 CERTIFICATE AGUA S.U.D. CERTIFICATE, H.C.I.D. 1 CERTIFICATE; CITY OF MISSION CERTIFICATES: PLANNING AND ZONING, CHAIRMAN AND MAYOR, REVISION NOTES

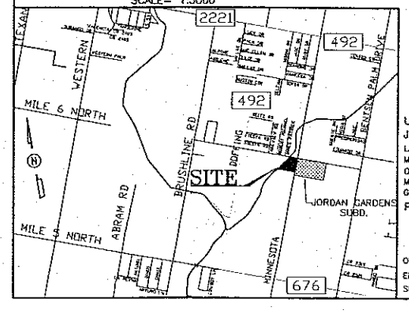
SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER'S CERTIFICATE & STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION: CONSTRUCTION DETAILS; REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE= 1:3000



6.– MINIMUM BUILDING SETBACK LINES:

FRONT (MINNESOTA ROAD)	40.00'
FRONT (MILE 6 NORTH ROAD)	50.00'
SIDE	5.00'
REAR	15.00'
SIDE CORNER	20.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 16,258.27 CUBIC–FEET (0.38 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.)

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.– 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.

10.– B.M. No. 1=187.93 FOUND ON P.K. NAIL LOCATED AT NORTHEAST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 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.– 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.

13.– A 6.0' BUFFER FENCE IS REQUIRED ALONG THE WEST LINE OF THE SUBDIVISION BY DEVELOPER.

CWL LIMITED
By: THREE LLC, its General Partner
By: Forrest N. Runnels Jr., Vice–President

14.– OWNER & SUBDIVIDER OF LAS ESTRELLAS SUBDIVISION II RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

15.– THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

16.– NO PERMANENT STRUCTURES (EXAMPLE–FENCES OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY H.C.I.D. 6. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

17.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. 6, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

18.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (H.C.I.D. 6 DISTRICT)

19.– 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 ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

20.– ALL LOTS IN LAS ESTRELLAS SUBDIVISION II ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN LAS ESTRELLAS SUBDIVISION II TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LAS ESTRELLAS SUBDIVISION II 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 LAS ESTRELLAS SUBDIVISION II 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 LAS ESTRELLAS SUBDIVISION II, 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 LAS ESTRELLAS SUBDIVISION II 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.

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

LAS ESTRELLAS SUBDIVISION II IS LOCATED IN WEST HIDALGO COUNTY, ON THE SOUTHWEST CORNER OF MILE 6 NORTH ROAD AND MINNESOTA 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 77,058), LAS ESTRELLAS SUBDIVISION II, LIES THREE AND A HALF MILES FROM THE CITY LIMITS AND FALLS INSIDE THE CITY'S FIVE–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §212.001 AND LIES IN PCT. NO. 3

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
	CWL LIMITED By: THREE LLC, its General Partner				
OWNER:	By: Forrest N. Runnels Jr., Vice–President	P.O. BOX 118	EDINBURG, TX 78540	(956)383–7032	
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

SUBDIVISION PLAT OF

LAS ESTRELLAS SUBDIVISION II

A 7.05 ACRE TRACT OF LAND (MAP RECORD: 7.07 ACRES) BEING ALL OF LOT 10, NICK DOFFING COMPANY SUBDIVISION No. 4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 41, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1355500, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 7.05 ACRE TRACT OF LAND (MAP RECORD: 7.07 ACRES) BEING ALL OF LOT 10, NICK DOFFING COMPANY SUBDIVISION No. 4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 41, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1355500, 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 P.K. NAIL FOUND AT THE INTERSECTION OF THE CENTERLINE OF MINNESOTA ROAD AND MILE 6 NORTH ROAD FOR THE NORTHEAST CORNER OF LOT 10 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°51'17" W, ALONG THE EAST LINE OF LOT 10 AND THE CENTERLINE OF MINNESOTA ROAD, A DISTANCE OF 600.84 FEET (MAP RECORD: 601.70 FEET) TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 10 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°10' W, ALONG THE SOUTH LINE OF LOT 10, PASSING A 1/2" IRON ROD FOUND AT 25.00 FEET FOR THE WEST RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 725.91 FEET (MAP RECORD: 726.00 FEET) TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 10 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 44°24'25" E, ALONG THE WEST LINE OF LOT 10, PASSING A 1/2" IRON ROD AT 714.11 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 6 NORTH ROAD, A TOTAL DISTANCE OF 738.70 FEET TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MILE 6 NORTH ROAD FOR THE NORTHWEST CORNER OF LOT 10 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOT 10 AND THE CENTERLINE OF MILE 6 NORTH ROAD, A DISTANCE OF 296.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.05 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH JORDAN GARDENS SUBDIVISION, RECORDED IN VOLUME 55, PAGE 48, 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 LAND SURVEYOR
ALFONSO QUINTANILLA R.P.L.S. No. 4856

8-3-11
DATE

COUNTY OF HIDALGO
STATE OF TEXAS

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

ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER
ALFONSO QUINTANILLA P.E. No. 95534

12-8-11
DATE

PLANNING & ZONING COMMISSION
ACKNOWLEDGMENT

THIS PLAT OF LAS ESTRELLAS SUBDIVISION II 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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20__.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION II 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 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 1

BY:_____

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

I, Forrest N. Runnels Jr., Vice–President, AS OWNER OF THE 7.05 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS ESTRELLAS SUBDIVISION II, 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.

CWL LIMITED
By: THREE LLC, its General Partner
By: Forrest N. Runnels Jr., Vice–President
P.O. BOX 118
EDINBURG, TEXAS. 78540

12-8-11
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared Forrest N. Runnels Jr., Vice–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 seal of office this 8th day of December, 20 11

ULIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012.

ULIA A. QUINTANILLA– NOTARY PUBLIC

THIS PLAN IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF 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 12-15-11 DATE

SECRETARY 12/16/11 DATE

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

WE THE UNDERSIGNED CERTIFY that this plat of the LAS ESTRELLAS SUBDIVISION II was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge date

ATTEST: _____ _____
Hidalgo County Clerk date

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION II 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 AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE LAS ESTRELLAS SUBDIVISION II, HIDALGO COUNTY, TEXAS. THE AGUA 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 AGUA 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
AGUA SPECIAL UTILITY DISTRICT

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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

SHEET 1 OF 2 SHEETS	FILENAME : P:\LOAD\SUBD\MISSION\LAS ESTRELLAS SUBD. 2\PLAT	
	DATE PREPARED: AUG 3, 2011	PREPARED BY: M.G.
	DATE REVISED:	REVISED BY:
	CHECKED BY:	APPROVED 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: February 22, 2012

RE: **Las Estrellas No. III Subdivision – Pct. 3**
Final Approval with Financial Guarantee

Las Estrellas No. III Subdivision is a forty six (46) lot subdivision located North of Mile 5 North Road (FM 676) approximately 650 feet West of Minnesota 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 September 2, 2011. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by on-site drainage detention swales. The nearest drain ditch outfall is approximately ¼ mile south of the subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Carlos Moreno, ROW Agent on October 13, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Mile 5 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by Agua SUD. There is an existing eight (8) inch waterline on Mile 5 North Road that will serve as the primary source of water for the proposed development.

The H.C.O.E.C. has clear the proposed subdivision on January 09, 2012 for final approval. The applicant has met the requirements of the Hidalgo County MS4 Permit (TXR040408) Construction Site Monitoring Program.

The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit No. 50062-101093950 from Border Capital Bank in the amount of $336,089.40 and cash deposit in the amount of $69,000.00 that was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the proposed street and drainage improvements, water distribution system and street signs. The cash deposit will be used to secure the funds for the installation of all septic tank systems.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on July 26, 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 with Financial Guarantee** on **February 21, 2012.**

SUBDIVISION PLAT OF
LAS ESTRELLAS SUBDIVISION III

A 28.01 ACRE TRACT OF LAND BEING ALL OF LOT 11, NICK DOFFING COMPANY SUBDIVISION No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 43, AND ALL OF LOT 57 & 58, NICK DOFFING COMPANY SUBDIVISION No. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 10 MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2243289, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 28.01 ACRE TRACT OF LAND BEING ALL OF LOT 11, NICK DOFFING COMPANY SUBDIVISION No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ALL OF LOTS 57 AND 58, NICK DOFFING COMPANY SUBDIVISION No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 10, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2243289, 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 5 NORTH ROAD (F.M. 676) FOR THE SOUTHWEST CORNER OF LOT 11 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°50' E, ALONG THE WEST LINE OF LOT 11, PASSING A 1/2" IRON ROD FOUND AT 40.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 5 NORTH ROAD (F.M. 676), A TOTAL DISTANCE OF 952.32 FEET (MAP RECORD: 952.70 FEET) TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 11 AND THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOT 11, A DISTANCE OF 360.71 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 57 FOR THE NORTHEAST CORNER OF LOT 11 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°56'52" E, ALONG THE WEST LINE OF LOT 57, A DISTANCE OF 375.82 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF BASHAM SUBDIVISION No. 33 (RECORDED IN VOL. 29, PAGE 69, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°49'41" E, ALONG THE WEST LINE OF LOT 57 AND THE EAST LINE OF BASHAM SUBDIVISION No. 33, A DISTANCE OF 133.14 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF LOT 57 AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOTS 57 AND 58, A DISTANCE OF 599.28 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 58 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°50' W, ALONG THE EAST LINE OF LOT 58, PASSING A 1/2" IRON ROD FOUND AT 1421.28 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 5 NORTH ROAD (F.M. 676), A TOTAL DISTANCE OF 1,461.28 FEET (MAP RECORD: 1,461.50 FEET) TO A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF MILE 5 NORTH ROAD (F.M. 676) FOR THE SOUTHEAST CORNER OF LOT 58 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°10' W, ALONG THE SOUTH LINE OF LOTS 11, 58 AND 59, AND THE CENTERLINE OF MILE 5 NORTH ROAD (F.M. 676), A DISTANCE OF 960.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.01 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH JORDAN GARDENS SUBDIVISION, RECORDED IN VOLUME 55, PAGE 48, 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

8-18-11
DATE

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE LAS ESTRELLAS SUBDIVISION III, HIDALGO COUNTY, TEXAS. THE AGUA 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 AGUA 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
AGUA SPECIAL UTILITY DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY:_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

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

I, FORREST N. RUNNELS JR., VICE-PRESIDENT, AS OWNER OF THE 28.01 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS ESTRELLAS SUBDIVISION III, 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.

OWL LIMITED
BY: THREE LLC
IT'S: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE-PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS. 78540

_____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared FORREST N. RUNNELS JR., VICE-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 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

THIS PLAN IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF 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

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

WE THE UNDERSIGNED CERTIFY that this plat of the LAS ESTRELLAS SUBDIVISION III 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 LAS ESTRELLAS SUBDIVISION III 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 LAS ESTRELLAS SUBDIVISION III WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR OF CITY OF MISSION DATE

ATTEST: _____ _____
CITY SECRETARY DATE

COUNTY OF HIDALGO
STATE OF TEXAS

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

ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

2-14-12
DATE

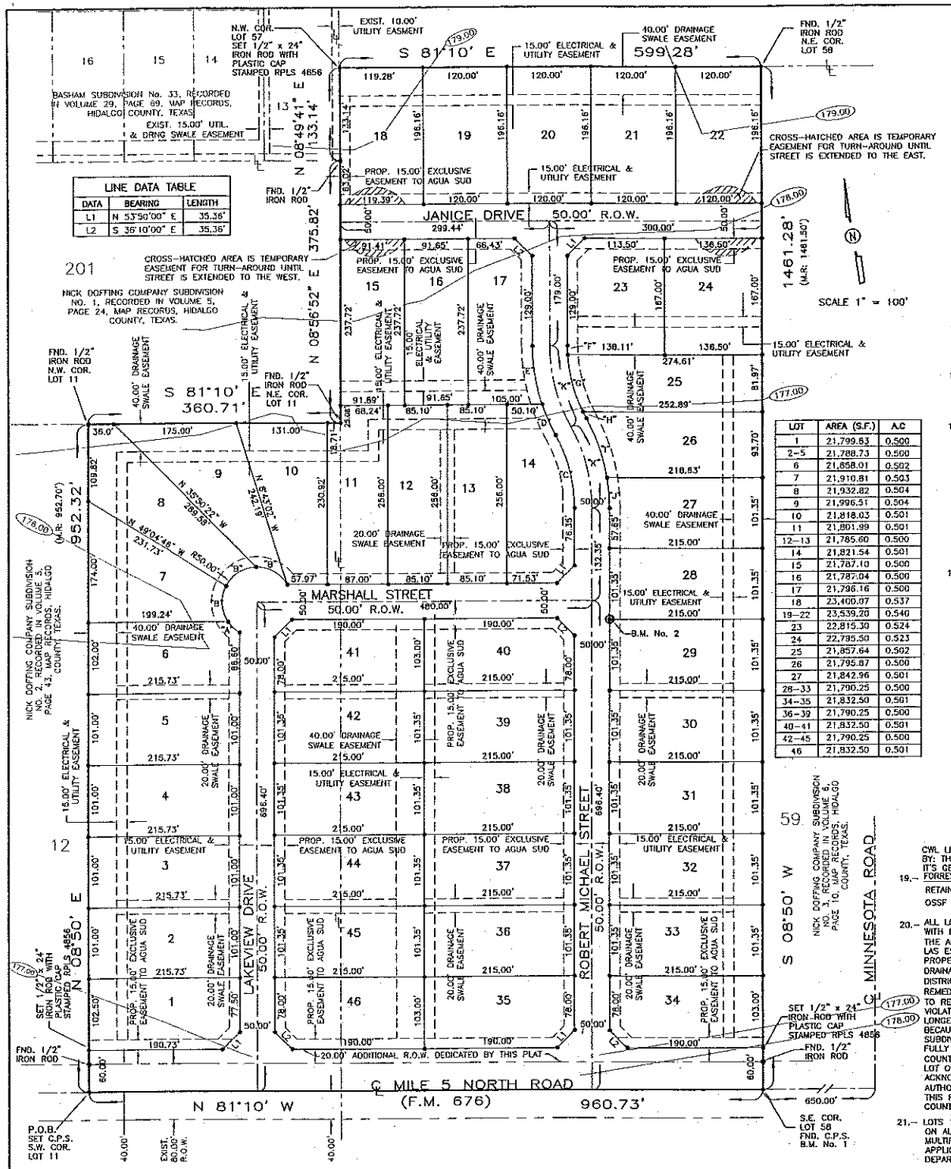
THE COUNTY OF HIDALGO TEXAS

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



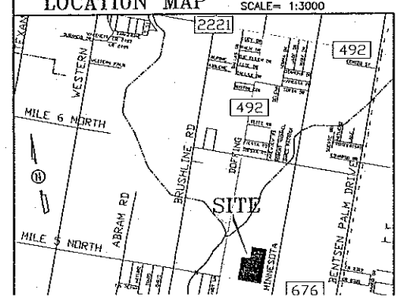
LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 53°50'00" E	35.36'
L2	S 36°10'00" E	35.36'

LOT	AREA (S.F.)	A.C
1	21,799.53	0.500
2-5	21,788.73	0.500
6	21,858.01	0.502
7	21,910.81	0.503
8	21,932.82	0.504
9	21,996.51	0.504
10	21,818.03	0.501
11	21,801.99	0.501
12-13	21,785.60	0.500
14	21,821.54	0.501
15	21,787.10	0.500
16	21,787.04	0.500
17	21,798.16	0.500
18	23,400.07	0.537
19-22	23,539.28	0.540
23	22,815.30	0.524
24	22,795.50	0.523
25	21,857.64	0.502
26	21,795.87	0.500
27	21,842.96	0.501
28-33	21,790.25	0.500
34-35	21,832.50	0.501
36-39	21,790.25	0.500
40-41	21,832.50	0.501
42-45	21,790.25	0.500
46	21,832.50	0.501

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"A"	22.76	50.00'	26°04'57"
"B"	53.50'	50.00'	61°18'21"
"C"	108.65'	214.98'	28°57'23"
"D"	48.74'	264.98'	10°32'20"
"E"	85.18'	264.98'	18°25'03"
"F"	13.01'	214.98'	3°28'01"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"G"	85.36'	214.98'	22°44'56"
"H"	10.28'	214.98'	2°44'26"
"I"	90.01'	264.98'	19°27'50"
"J"	43.90'	264.98'	9°29'33"
"K"	121.28'	239.99'	28°57'23"

LOCATION MAP
SCALE= 1:3000



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD –PLAIN COMMUNITY–PANEL NUMBER 480334 0290 D EFFECTIVE DATE: JUNE 6, 2000.

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEED AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERIAL LOTS 2 THROUGH 33 AND LOTS 36 THROUGH 45. (ANY OTHER NON RESIDENTIAL 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.

3.– MINIMUM FINISHES FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE 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.

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.

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT FOR GARAGE/CARPORT	18.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00'
REAR	15.00'
SIDE CORNER TO MILE 5 NORTH ROAD OR TO EASEMENT LINE WHICHEVER IS GREATER	20.00'

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 83,768.77 CUBIC–FEET (1.92 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.)

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.– 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.

10.– B.M. No. 1=179.98 COTTON PICKER SPINDLE FOUND ON THE SOUTHEAST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM
B.M. No. 2= 176.36 SET 1/2" IRON ROD W/ CONC. MONUMENT LOCATED ON THE NORTHWEST CORNER OF LOT 29. N.A.V.D. 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.– AS PER AGUA SUD, IF THE PURCHASER(S) OF LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER WATER METER IS REQUIRED, 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).

13.– LOTS 1, 34, 35, & 46 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MILE 5 NORTH ROAD.

14.– THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

15.– CROSS–HATCHED AREA IS TEMPORARY EASEMENT FOR TURN–AROUND UNTIL STREET IS EXTENDED TO THE EAST & WEST IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE EAST & WEST

16.– 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 ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

17.– 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.

18.– NO SIDEWALKS REQUIRED ON RESIDENTIAL LOTS; 5' SIDEWALKS MAY BE REQUIRED ON COMMERCIAL OR NONRESIDENTIAL BY THE COUNTY'S PLANNING DEPARTMENT DURING THE BUILDING PERMIT PROCESS FOR LOTS THAT HAVE FRONTAGE ON MILE 5 ROAD.

OWL LIMITED
BY: THREE LLC
IT'S GENERAL PARTNER
19.– FORREST N. RUNNELS JR., VICE–PRESIDENT THE OWNER & SUBDIVIDER OF LAS ESTRELLAS SUBDIVISION III RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

20.– ALL LOTS IN LAS ESTRELLAS SUBDIVISION III ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN LAS ESTRELLAS SUBDIVISION III TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LAS ESTRELLAS SUBDIVISION III 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 No. 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 LAS ESTRELLAS SUBDIVISION III BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN FACT AND IN ACCORD WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN LAS ESTRELLAS SUBDIVISION III, 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 LAS ESTRELLAS SUBDIVISION III 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.

21.– LOTS 1, 34, 35, & 46 CAN BE RESIDENTIAL OR COMMERCIAL 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.

22.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL 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.

23.– LOTS 1, 34, 35 & 46 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MILE 5 NORTH ROAD. 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 MILE 5 NORTH ROAD (F.M. 676) TO DENY ACCESS ON TO LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 22 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

24.– A BUFFER FENCE WILL BE REQUIRED BETWEEN COMMERCIAL AND RESIDENTIAL LOTS.

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

LAS ESTRELLAS SUBDIVISION III IS LOCATED IN WEST HIDALGO COUNTY, APPROXIMATELY 650.00 FEET WEST OF THE INTERSECTION OF MILE 5 NORTH ROAD AND MINNESOTA 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 77,058), LAS ESTRELLAS SUBDIVISION III, LIES THREE AND A HALF MILES FROM THE CITY LIMITS AND FALLS INSIDE THE CITY'S FIVE–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. NO. 3

PRINCIPAL CONTACTS: Name	Address	City & Zip	Phone	Fax
OWNER: OWL LIMITED BY: THREE LLC IT'S GENERAL PARTNER FORREST N. RUNNELS JR., VICE–PRESIDENT	P.O. BOX 118	EDINBURG, TX 78540	(956)383–7032	
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

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S & ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C. R.D.W. AND

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: February 22, 2012

RE: **Brushline LTD Subdivision – Pct. 3**
Final Approval with Financial Guarantee

Brushline LTD Subdivision is a eighty four (84) lot subdivision located on the East side of Brushline Road approximate ½ mile North of FM 2221.

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 March 22, 2011. The proposed subdivision lies within a Zone "X" (un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be achieved by onsite detention swales. The nearest drain ditch outfall is approximate 3 miles southeast of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on April 4, 2011. The proposed subdivision plat will dedicate fifteen (15) feet on Brushline Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

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 H.C.O.E.C. has conducted an inspection of the proposed project and has coordinated with the applicant regarding their compliance with their SWP3 on February 08, 2012

The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit No. 50063-101087892 from Border Capital Bank in the amount of $454,435.00 and cash deposit in the amount of $2,552.13 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of eighty four (84) septic tank systems and the proposed street and drainage improvements. The cash deposit will be used to secure the funds for the installation of all street signs.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on July 26, 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 with Financial Guarantee** on **February 21, 2012.**

SUBDIVISION PLAT OF
BRUSHLINE LTD. SUBDIVISION

A 52.28 acre tract of land being all of Lots 105, 108, 109, 110, and Lot 111, Nick Doffing Subdivision, No. 1, as recorded in Volume 5, Page 24, Map Records, Hidalgo County, Texas, also being those certain tracts described in General Warranty Deed recorded in Document # 2099963, Official Records, Hidalgo County, Texas, also being that certain sixty foot (60.00') canal Right-of-Way crossing said Lots 105, 108, 109, and 110, Nick Doffing Subdivision, No. 1, described in Special Warranty Deed recorded in Document #2195021, Official Records, Hidalgo County, Texas

DATE: FEBRUARY 7, 2011

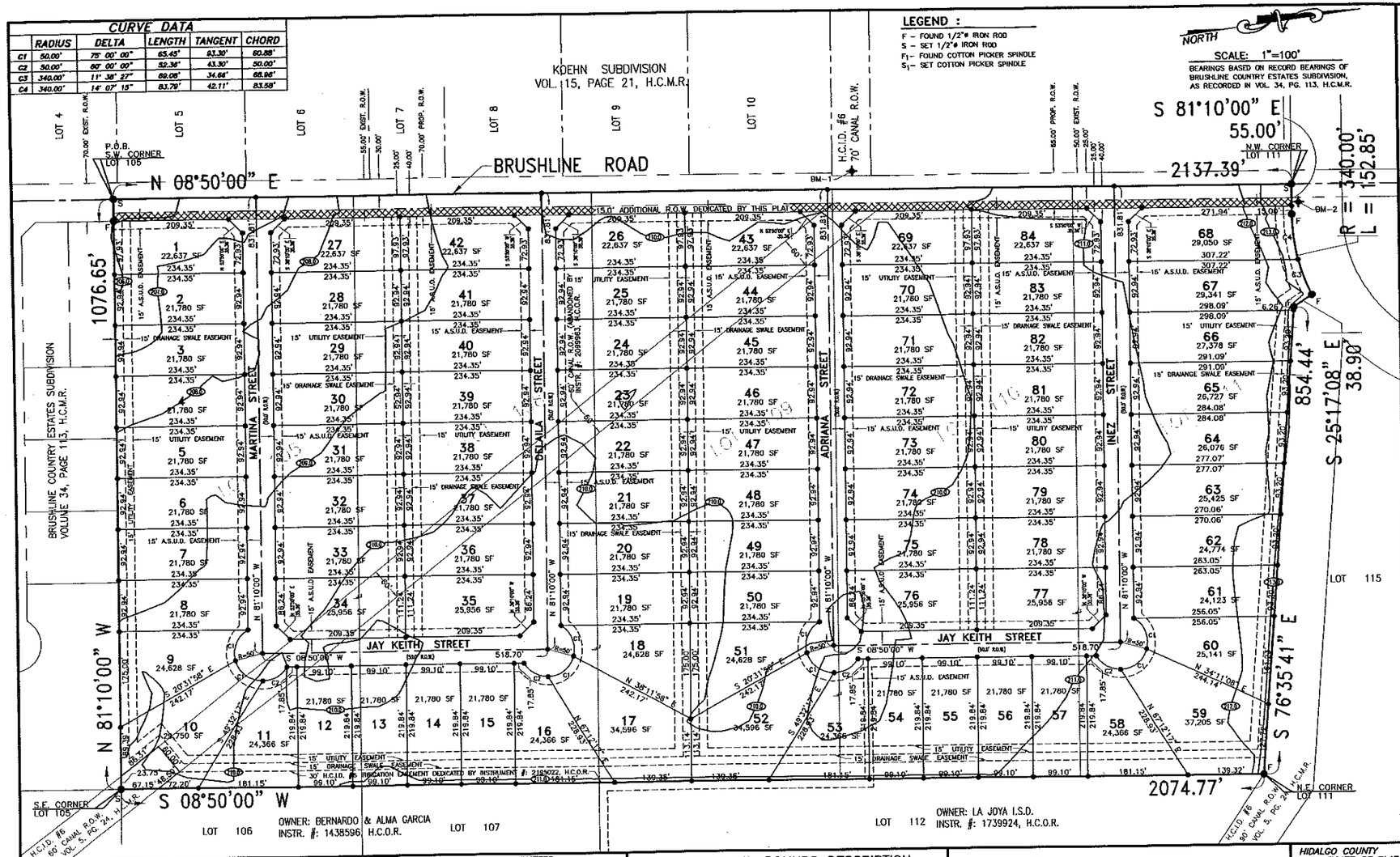
SCALE IN FEET 0 100' 200' 300'

SCALE: 1"----- 100'

ENGINEER (F-3001) R.E. Garcia Associates

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

REVISION NOTES				
No.	Sheet	REVISION	Date	Approved



PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0290 D
EFFECTIVE DATE: JUNE 6, 2000
COMMUNITY-PANEL NO. 480334 0290D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. 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.
3. ALL CORNERS SET HALF (1/2) IRON IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. 4204 OR AS NOTED.
4. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FT. OF SUBDIVISION
5. SETBACKS ARE AS FOLLOWS:
FRONT 25.00'
FRONT GARAGE/CAR PORT 18.00'
SIDE 6.00' OR EASEMENT, WHICHEVER IS GREATER.
CORNER SIDE 15.00' OR EASEMENT, WHICHEVER IS GREATER.
REAR 15.00' OR EASEMENT, WHICHEVER IS GREATER.
6. ALL PUBLIC EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY THE UTILITY PROVIDER. ALL EASEMENTS ARE DEDICATED BY THIS PLAT UNLESS SHOWN OTHERWISE.
7. BENCHMARK:
BM-1: AN "X" RECORDED ON A CONCRETE HEADWALL LOCATED 1,340' NORTH AND 35' WEST OF THE POINT OF BEGINNING. DATUM: NATIONAL GEODESIC VERTICAL DATUM OF 1929 ELEV.: 211.02
BM-2: AN "X" RECORDED ON A CONCRETE HEADWALL LOCATED 3,160' NORTH AND 31' EAST OF THE POINT OF BEGINNING. DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929 ELEV.: 211.00
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 198.286 CUBIC-FEET (4.55 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO.3 FOR STORM WATER IMPROVEMENTS.)
9. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY UTILITY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.
10. 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.
11. BRUSHLINE LTD., THE OWNER AND SUBDIVIDER OF BRUSHLINE LTD. SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON A LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
12. DRAINAGE SWALES, DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.
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 FILL OR PERMANENT STRUCTURES/PAH 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.
15. AN OFF STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOL, COMMERCIAL, INDUSTRIAL & MULTI FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND 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.
17. MINIMUM FINISHED FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF THE ADJACENT STREET OR 12" 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 LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
18. LOTS 1, 26, 27, 42, 43, 84, 68 & 84 SHALL NOT HAVE ACCESS/DRIVEWAY UNTO BRUSHLINE ROAD UNLESS UTILIZED FOR DUPLEX USE. IF THE ABOVE REFERENCED LOTS ARE UTILIZED FOR COMMERCIAL USE AND MAKE DOUBLE FRONTAGE ON BOTH STREETS, THEY SHALL BE REQUIRED TO INSTALL A SOLITER FENCE ADJACENT TO RESIDENTIAL LOTS AND ALONG PATRICIA, DELAILA, ADRIANA OR INEZ STREET TO DENY ACCESS ONTO THE LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AND SHALL BE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.
19. ALL LOTS IN BRUSHLINE LTD. SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN BRUSHLINE LTD. SUBDIVISION TO THE AREA DEPICTED ON THIS SUBDIVISION PLAT AS BEING THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF BRUSHLINE LTD. SUBDIVISION AND THEIR HEIRS, AND ANY SUBSEQUENT OWNERS OF THE REAL PROPERTY DESIGNATED ON THIS SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE COUNTY OF HIDALGO, TEXAS ("COUNTY") AND THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY LEGAL ACTION OR ANY OTHER REMEDY PROVIDED BY LAW, MAY INSPECT THE DRAINAGE SWALE EASEMENT AND IS ENTITLED TO RECOVER ALL EXPENSES AND THE COUNTY AND/OR DRAINAGE DISTRICT MAY PERFORM SUCH MAINTENANCE WORK AS IS NECESSARY TO CORRECT ANY VIOLATION. IN THE EVENT COSTS AND/OR MAINTENANCE EXPENSES FROM THE USE OF DRAINAGE IN VIOLATION. IN THE EVENT FOR THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT OF BRUSHLINE LTD. SUBDIVISION BECAUSE OF AN THE DRAINAGE OF THE LOTS CONTAINED IN BRUSHLINE LTD. SUBDIVISION BECOMES INADEQUATE OR IS ELIMINATED BY A FEDERAL, STATE OR LOCAL LAW, ORDINANCE OR REGULATION, IS FULLY ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED TO FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY ACCEPTABLE AND ACCEPTED BY THE COUNTY AND DRAINAGE DISTRICT, AND IS FULLY OPERATIONAL AND ADEQUATE TO DRAIN ALL LOTS IN BRUSHLINE LTD. SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND ACCEPTANCE OF THIS PLAT SHALL BE DEEMED AS A GRANT TO THE COUNTY AND DRAINAGE DISTRICT) TO VACATE THE DRAINAGE SWALES AND EASEMENTS AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY TO RELEASE THE DRAINAGE SWALES AND EASEMENTS WHEN THE DRAINAGE SWALES ARE NO LONGER NECESSARY FOR THE DRAINAGE OF THE LOTS CONTAINED IN BRUSHLINE LTD. SUBDIVISION BECAUSE OF AN

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

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

DATE: FEBRUARY 22, 2012

RE: LOS NOVILLOS SUBDIVISION – PCT. 4

ON OCTOBER 11, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY EIGHT (38) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIX (6) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 38,000.00
1ST REIMBURSEMENT	$ 1,000.00
2ND REIMBURSEMENT	$ 1,000.00
3RD REIMBURSEMENT	$ 3,000.00
4TH REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 32,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

№ 055570

Sept. 27, 2005

RECEIVED OF: KCJC Real Estate Partnership $ 38,000.00

Thirty Eight thousand and 00/100 DOLLARS

SUBDIVISION: Los Navillos DEVELOPER Jose H. Buena

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM.
1100-341-30-210-002-0-000

Other		
Total		

SUBDIVISION FEES
1100-341-30-210-001 0-000

Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS

1/3 Paving	Acct#
Septic Tanks	05-1100-211-00-000-018-0-000
38 tanks	38,000.00
Other	
Total	38,000.00

M.O. ☐

CHECK ☑ 1038 CASH ☐

PREPARED BY: Ana D. Cavazos

Auditor's Form – ECPD 0001: Rev. 6-04

KCJC REAL ESTATE PARTNERSHIP
P.O. BOX 4424
MC ALLEN, TX 78501-4424

88-1762/1149 1038

6001853320

DATE 9/26/05

PAY TO THE ORDER OF Hidalgo Co. Planning $ 38,000.00

Thirty Eight Thousand and 00/100 DOLLARS

IBC International Bank of Commerce McAllen Branch (956) 994-0494

MEMO Los Navillos Subd. Septic Escrow

⑈114917623⑈600185332O⑈1038

© DELUXE WALLET ON DUPLICATE

FINE LINE

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
County Of Hidalgo

HEALTH DEPARTMENT
COUNTY OF HIDALGO

February 22, 2012

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

RE: Los Novillos Subdivision

Dear Mr. Sesin:

According to our records, **6 of 38 lots in Los Novillos Sub. have** septic tank systems installed and can be expected to function properly.. **Los Novillos subdivision** is located at N 281 S. Floral Rd in Edinburg , tx

Sincerely,

Chardo Ramos

Elizardo "Chardo" Ramos
Environmental Health Division Manager

AI-31236 **20. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Commissoner Joel Quintanilla

Department: COMM. PCT. #1

Information

CAPTION

Requesting authorization for surveys metes & bounds, title reports, title policies, appraisals, review appraisals, and acquisition of additional Right of Way for Mi 2 W (Drainage Ditch) CSJ-0921-02-147.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-30-121-045-0-711

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

BUDGETARY IMPACT:

Funds pending AI-31297 CC 3-6-12.

Attachments

BACK UP

Form Review

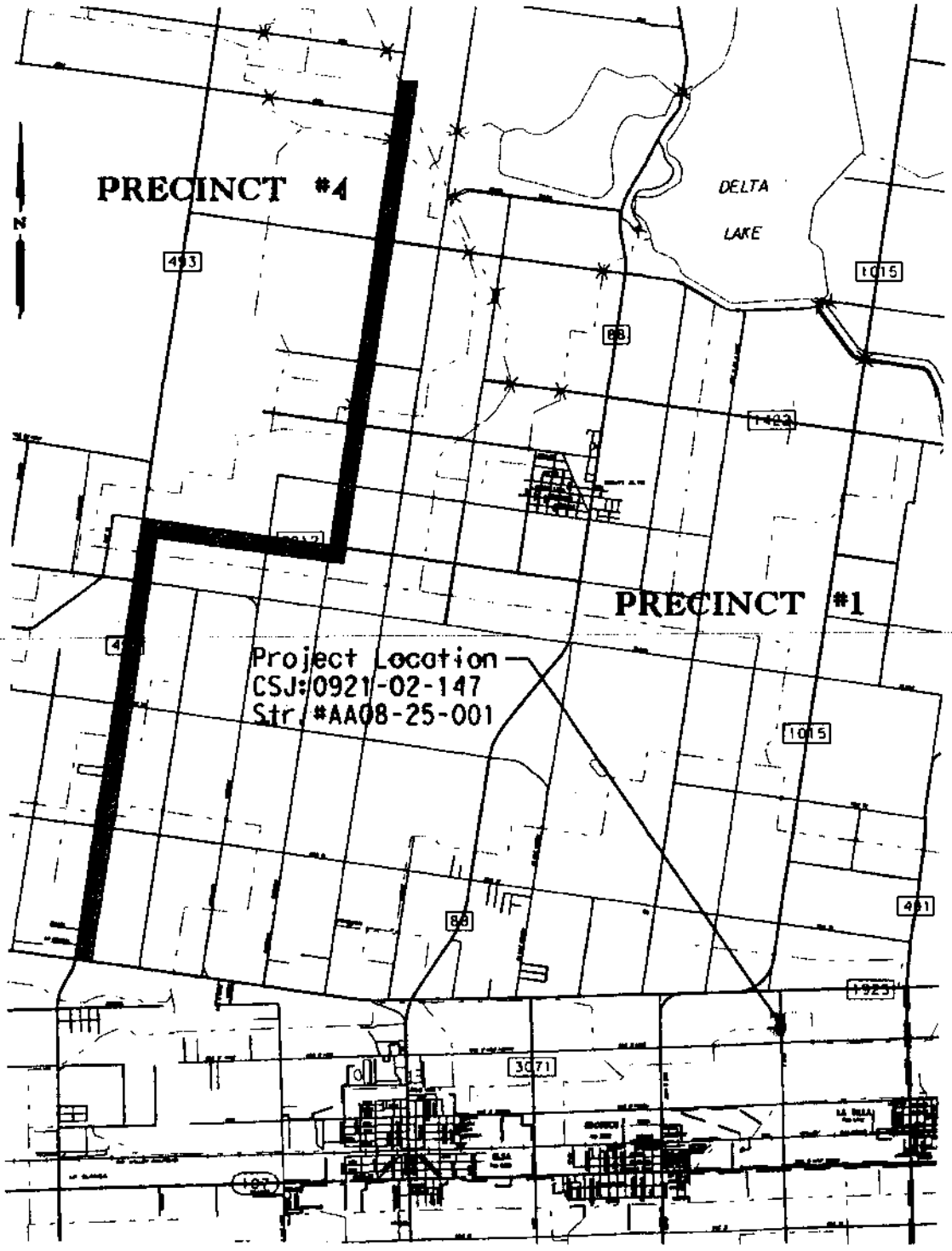
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 08:00 AM
Erika Zamora	Erika Zamora	03/02/2012 02:34 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

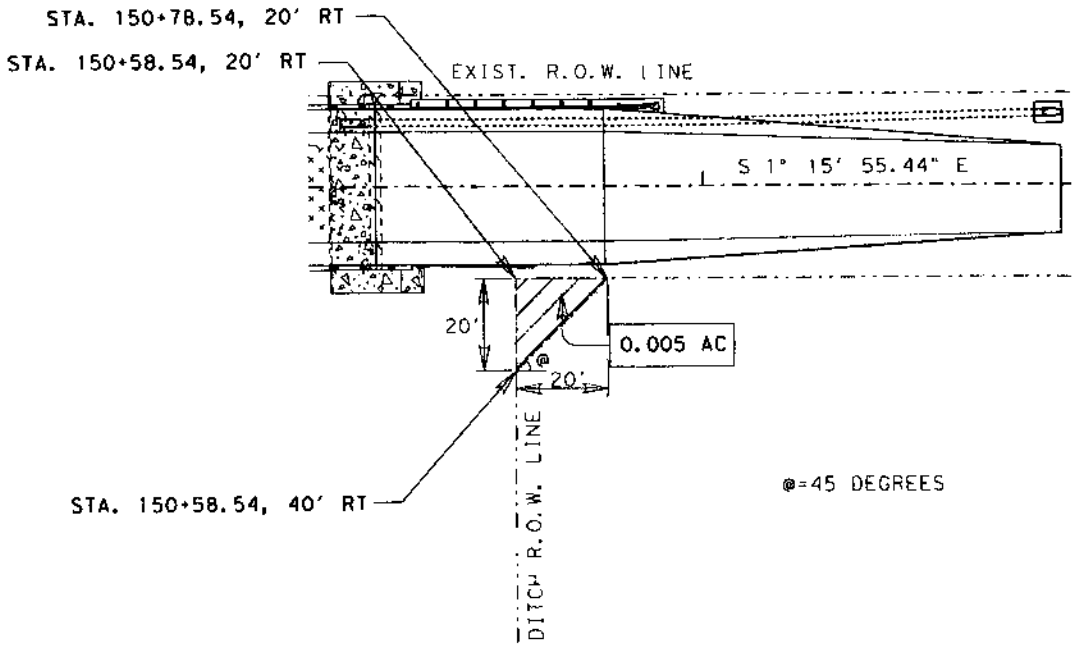
Form Started By: Noe Montes Started On: 02/27/2012 04:14 PM

Final Approval Date: 03/02/2012

District: Pharr (021)
CSJ: 0921-02-147
Project: BR
Code Chart 64#: 50109
15 Digit NBI Structure No.: 21 (109) 0 AA08-25-001
Local Designation No.: Mile 2 West Road
Feature Crossed: Drainage Ditch

ATTACHMENT B
PROJECT LOCATION MAP





PRELIMINARY
SUBJECT TO REVISION

N.T.S

© 2011
TEXAS DEPARTMENT OF TRANSPORTATION

MILE 2W
CORNER CLIP

STATE	DISTRICT	COUNTY	CONTROL	SECTION	JOB	SHEET NO.
TEXAS	21	HIDALGO	0921	02	147	MILE 2W

AI-31308 **21. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Comm. Pct. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Rd Maintenance (1200):
1. Approval to create the following temporary full-time positions, not to exceed six months and/or September 13, 2012:

Slot No.	Position Title	Budgeted Salary
T081	Heavy Equipment Operator III	34,360.00
T082	Heavy Equipment Operator III	34,360.00
T083	Mechanic I	23,385.00

2. Approval of transfers.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** Various

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

BUDGETARY IMPACT:

1. Funds for the two (2) Heavy Equipment Operator positions, available from CW Adm. - Contingency (Acct #2-1200-431-00-125-030-0-899), pending approval of interdepartmental transfer.

2. Funds for the Mechanic I position, available from within Pct. 2 Rd Maint. Funds (Acct #2-1200-431-00-122-006-0-890), pending approval of intradepartmental transfer.

Attachments

PARS
Job Descriptions
Fiscal Note
Revised salary schedule
LIT
Interdept.

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	03/02/2012 09:46 AM
Budget & Management	Merlen P. Munoz	03/02/2012 09:50 AM
Rosalinda Cantu	Rosie Cantu	03/02/2012 03:11 PM

Purchasing Department Angela Garcia 03/02/2012 03:34 PM

Form Started By: Sylvia Solis Started On: 03/01/2012 01:39 PM

Final Approval Date: 03/02/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct 2 - Road Maintenance

Date: February 29, 2012

CURRENT POSITION TITLE:

CURRENT SLOT #: Two (2) Temporary Slots T081 & T082

REQUESTED POSITION TITLE: Heavy Equipment Operator III

REQUEST FOR:

[ ] New Position [X] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 34,360.00 x 2	$ 34,360.00 x 2
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

* Two Positions at $34,360 times 6 months

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other Remediation project funding request has been submitted to the Budget Officer.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] $16.52 Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

ASAP	After 6 Mos.	Mon. - Fri.	8	6 Months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

These two positions will be utilized for in-house (County Forces) component of the remediaton of Esperanza Estates Subdivision project, a contractor inproperly completed BCAP project which is under litigation. A portion of the remediation will be done by County Forces and and a protion will be contracted out. The total expenditures will be submitted for reimbursement as part of the litigation.

Contact Mr. Agapito Vargas, BCAP Director for any needed details.

NEW POSITION: Brief job description and attach a copy of the new job description.

Mechanic for Pfecinct Mechanic Shop. Job Description attached.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

Contact Mr. Agapito Vargas for additional job details.

Step and Grade salary Grade 4 is salary reference.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3/1/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	3/2/2012 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/2/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct 2 Road Maintenance

Date: February 29, 2012

CURRENT POSITION TITLE:

CURRENT SLOT #: New Temporary Position T083

REQUESTED POSITION TITLE: Mechanic I (Temporary Position)

REQUEST FOR:

[ ] New Position [X] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary

$ 23,385.00 Proposed G&S/ Budgeted Salary

$ 23,385.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] $11.25 Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

ASAP	6 Mos. Fr. ASAP	Mon. - Fri. - 8 Hrs/Day		Six (6) Months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Need to hire experienced retired County employee because a current mechanic will be retiring soon and this will be a transition to filling the vacant position. It is very important to not have a break in service due to vehicle maintenance needs.

NEW POSITION: Brief job description and attach a copy of the new job description.

Job Description Attached

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

BCAP project that requires CountyWide Funds for the temporary positions and for the contracted portion. Total Estimated cost of the remediation is $148,366.80. Available BCAP Roadwork Funds are $17,365.04, Availabel BCAP Drainage Funds are $21,980.53. Total funding needed from Countywide is $109,020.73. For both these temporaries and the contracted portion.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3/1/2012 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO	
2. HUMAN RESOURCES DIRECTOR	3/2/2012 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/2/2012 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4. COMMISSIONERS' COURT APPROVAL	Date				

HEAVY EQUIPMENT OPERATOR III

GENERAL DESCRIPTION

Performs advance (senior-level) road construction and maintenance work; Work involves the specialized operation of complex medium and heavy road construction equipment used for repair, maintenance, and construction projects; work may involve some instruction or supervision. Works under general supervision with some latitude for the use of initiative and independent judgment

EXAMPLES OF WORK PERFORMED

In addition to the tasks performed by Heavy Equipment Operators I and II, the Heavy Equipment Operator III also performs the following tasks:

Performs safety inspections to ensure equipment is in proper working order

May act as a crew leader in the field

Provides assistance during emergency situations involving flooding and/or severe weather

Provides knowledge of or the ability to learn the use of surveyor's level to maintain elevation grades on project sites

Sets up work zone to ensure adequate safety of workers; ensures proper warning signs are erected at construction and maintenance project sites

Able to perform road cuts are per engineer's specifications

Employee is expected to grade roads, spread caliche and to assist in the construction and opening of new roads

May clean/clear or build bar ditches according to surrounding ground elevations and availability of drainage

Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects, such as graders, backhoes, front-end loaders, forklifts, or related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance/manual labor as required

Loads trucks; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning

May be required to read and interpret blueprints, drawings, and specifications for road or other construction

Ability to work effectively and cooperatively with other crewmembers

May train and/or supervise the work of others

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of three (3) years of experience working with light, medium and heavy construction equipment such as backhoe, paver, motor grader; Must have the knowledge and ability to make minor repairs and adjustments to assigned equipment

Graduation from a high school or equivalent (GED) is required.

Bilingual preferred (English/Spanish)

Certificates, Licenses, Registrations

Texas Commercial Driver's License (CDL- Class A) required; CDL may require specialized endorsements depending on area of assignment

Must be able to be insured by the County's insurance carrier

Positions requiring a CDL or positions of a safety sensitive nature are subject to drug and alcohol testing in accordance with federal regulations.

Knowledge, Skills, and Abilities

Knowledge of construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; and to work effectively with the public

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

Skill in operating heavy equipment effectively and safely

Ability to perform strenuous work in 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

Knowledge to perform basic math

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 read and comprehends 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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, 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 25 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 encounter while performing the essential functions of this job.

While performing the duties of this job, the employee regularly works in various types of outside weather conditions. The employee occasionally works near moving mechanical parts; in high precarious places; with explosives; and is occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually high.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- 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 a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

MECHANIC I

GENERAL DESCRIPTION

Performs entry-level maintenance and repair work on automotive equipment or motors; Work involves repairing mechanical units; performing preventive maintenance activities; and servicing automotive equipment and related gasoline, diesel, or alternative fuel engine-powered equipment; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Adjusts brakes and carburetors

Installs front wheel bearings, speed heads, radiators, and universal joints

Services, refuels, and changes oil in vehicles

Performs body repair work and touch-up painting

Cleans shop, equipment, and tools

Assists in major repairs, such as overhauling motors and installing clutches

May operate electronic or computerized diagnostic equipment and computer-based technical manuals to identify or verify system and component failures

May inventory parts and equipment

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years experience in motor vehicle repair and maintenance work; Graduation from a standard senior high school or equivalent, supplemented by technical courses in automotive maintenance and repair, is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of mechanical techniques used in automotive equipment repair and maintenance and of safety practices and principles

Skill in the use of shop tools and equipment

Ability to follow instructions, to make repairs, and to use shop tools and equipment

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, 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 25 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 encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- 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 a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

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, March 13, 2012** **Agenda Item:** 31139

Summary of request/proposal:
PCT. 2 RD MAINTENANCE (1200):
1. Approval to create two (2) temporary full-time Heavy Equipment Operator III position, slot no.'s T081 & T082, budgeted salary $34,360.00/each.
2. Approval to create one (1) temporary full-time Mechanic I position, slot no. T083, budgeted salary $23,385.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	HEAVY EQUIPMENT OPERATOR III	T081	121	0.00	34,360.00	34,360.00
1200	HEAVY EQUIPMENT OPERATOR III	T082	121	0.00	34,360.00	34,360.00
1200	MECHANIC I	T083	121	0.00	23,385.00	23,385.00
				0.00	92,105.00	92,105.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-122-006-0-	121	PCT. 2 RD MAINT. -	TEMP F/T EMPLOYEES	$46,934.73
2-1200-431-00-122-006-0-	211	PCT. 2 RD MAINT. -	HEALTH INSURANCE	$0.00
2-1200-431-00-122-006-0-	212	PCT. 2 RD MAINT. -	LIFE INSURANCE	$0.00
2-1200-431-00-122-006-0-	220	PCT. 2 RD MAINT. -	FICA	$3,590.51
2-1200-431-00-122-006-0-	230	PCT. 2 RD MAINT. -	RETIREMENT	$0.00
2-1200-431-00-122-006-0-	250	PCT. 2 RD MAINT. -	UNEMPLOYMENT COMP	$234.67
2-1200-431-00-122-006-0-	260	PCT. 2 RD MAINT. -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$50,759.91

2013 Budgetary Impact: N/A

Possible Funding Sources: CW Adm. - Contingency (1200) &
Pct. 2 Rd Maint. Funds (1200) object code 890 "OTHER"

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-122-006-0

AI - 31308

PCT 2 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	FIELD OPERATIONS DIRECTOR				$67,158.00	$67,158.00	$720.00	$0.00	$0.00	$0.00	$0.00	$67,878.00
0006	113	SAFETY COORDIN				$42,710.00	$42,710.00	$720.00	$0.00	$0.00	$0.00	$0.00	$43,430.00
0009	113	ASSISTANT FIELD OPERATIONS DIRECTOR				$39,578.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	HEAVY EQUIPMENT OPERATOR III				$35,548.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	HEAVY EQUIPMENT OPERATOR III				$34,670.00	$32,551.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,551.00
0012	113	HEAVY EQUIPMENT OPERATOR III				$34,670.00	$34,670.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$35,930.00
0013	113	HEAVY EQUIPMENT OPERATOR III				$34,670.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	MECHANIC III				$34,743.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	HEAVY EQUIPMENT OPERATOR II				$30,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	MECHANIC II				$30,195.00	$30,195.00	$840.00	$0.00	$0.00	$0.00	$0.00	$31,035.00
0019	113	FOREMAN				$37,800.00	$37,800.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,280.00
0022	113	TRUCK DRIVER III				$28,813.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TRUCK DRIVER III				$28,535.00	$28,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,535.00
0024	113	TRUCK DRIVER III				$28,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	HEAVY EQUIPMENT OPERATOR II				$28,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0026	113	TRUCK DRIVER I				$27,572.00	$26,140.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$27,340.00
0027	113	TRUCK DRIVER II				$27,136.00	$26,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,140.00
0028	113	TRUCK DRIVER II				$27,016.00	$27,016.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$28,156.00
0029	113	TRUCK DRIVER II				$27,016.00	$27,016.00	$660.00	$0.00	$0.00	$0.00	$0.00	$27,676.00
0030	113	TRF SA/SPC III				$26,991.00	$26,991.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,591.00
0031	113	HEAVY EQUIPMENT OPERATOR II				$26,828.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	TRUCK DRIVER II				$26,790.00	$26,790.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$28,170.00
0033	113	MAINTENANCE I				$26,265.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0034	113	TRUCK DRIVER II				$26,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE II				$25,204.00	$24,685.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,685.00
0036	113	MAINTENANCE II				$24,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	TRF SA/SPC I				$24,355.00	$24,355.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,655.00
0038	113	MAINTENANCE I				$23,753.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0039	113	MAINTENANCE I				$23,753.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	MAINTENANCE I				$23,338.00	$21,164.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,164.00
0041	113	MAINTENANCE I				$22,984.00	$22,984.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,284.00
0042	113	MAINTENANCE I				$22,984.00	$22,984.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,524.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-122-006-0

AI - 31308

PCT 2 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0043	113	MAINTENANCE I				$22,703.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0044	113	TRAF SA/SP I				$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0045	113	TRAFFIC SAFETY SPECIALIST I				$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0056	113	TIRE REPAIR				$23,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	MECHANIC II				$28,500.00	$28,500.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,980.00
0062	113	HEAVY EQUIPMENT OPERATOR III				$34,670.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	113	HEAVY EQUIPMENT OPERATOR II				$26,828.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0064	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0065	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0066	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0067	113	HEAVY EQUIPMENT OPERATOR I				$24,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0068	113	MECHANIC I				$28,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0069	113	TRUCK DRIVER II				$26,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	TRUCK DRIVER II				$26,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0071	113	MAINTENANCE I				$22,703.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0072	113	MAINTENANCE I				$22,703.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0073	113	MAINTENANCE I				$22,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	MAINTENANCE I				$22,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	SURVEYOR TECHNICIAN				$36,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0076	113	SURVEYOR TECHNICIAN				$36,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0077	113	HEAVY EQUIPMENT OPERATOR III				$34,670.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A078	113	ENGINEERING TECHNICIAN II			$33,582.00	$0.00	$0.00	$0.00	$0.00	$6,000.00	$0.00	$0.00	$0.00
0079	113	RIGHT OF WAY AGENT V				$64,066.00	$64,066.00	$480.00	$0.00	$0.00	$0.00	$0.00	$64,546.00
0080	113	RIGHT OF WAY AGENT V				$64,066.00	$64,066.00	$300.00	$0.00	$0.00	$0.00	$0.00	$64,366.00
		CREATE THE FOLLOWING:											
T081	**121**	**HEAVY EQUIPMENT OPERATOR III**				**$34,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T082	**121**	**HEAVY EQUIPMENT OPERATIOR III**				**$34,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T083	**121**	**MECHANIC I**				**$23,385.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
				TOTAL	$0.00	$1,747,757.00	$810,322.00	$11,400.00	$0.00	$0.00	$0.00	$0.00	$0.00

Approval of the above highlighted temporary full-time positions, not to exceed six months and/or September 13, 2012.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-122-006-0

AI - 31308

PCT 2 ROAD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

Personnel actions pending CC approval.

DATE: March 1, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for PCT. 2 RD MAINTENANCE

ACCOUNT NUMBER: 2-1200-431-00-122-006-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	121	TEMP F/T EMPLOYEES	11,916.49
890	OTHER	220	FICA	911.61
890	OTHER	250	UNEMPLOYMENT COMP	59.58
			TOTAL	$ 12,887.68

REASON:
Intradepartmental Transfer to fund the salary and related fringe benefit expenditures for the creation of one (1) temporary full-time Mechanic I position, slot no. T083, budgeted salary $23,385.00.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: March 1, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 2 RD MAINTENANCE

ACCOUNT NUMBER: 2-1200-431-00-12X-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1200-431-00-125-030-0- 899	CW ADM.	CONTINGENCY	(37,872.23)
TO			
2-1200-431-00-122-006-0- 113	PCT 2 RD MAINTENANCE -	TEMP F/T EMPLOYEES	35,018.24
2-1200-431-00-122-006-0- 220	PCT 2 RD MAINTENANCE -	FICA	2,678.90
2-1200-431-00-122-006-0- 250	PCT 2 RD MAINTENANCE -	UNEMPLOYMENT COMP	175.09
		TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:

Interdepartmental transfer to fund salaries and related fringe benefit expenditures for the creation of two (2) temporary full-time Heavy Equipment Operator III positions, slot no.'s T081 &T082, budgeted salary $34,360.00/ each.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-31313 **21. B.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Yoli Cisneros

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Change Order No.1 increase in the amount $5,408.00 with Asago Construction (contracted vendor, "South Tower Road Project") reflecting quantitative additions, with authority for County Judge or Court member to execute document.

BACKGROUND

Original Contract amount $418,802.70
Urban County Contract #5008/09/10/11-92-0311-5000-9200-UCP-ML with PO amount of $376,221.66

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1339-431-00-122-031-0-731

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

BUDGETARY IMPACT:

PO #669184 available balance in the amount of $42,581.04 as of 3/01/2012

* account available in the amount of $89,069.96 as of 3/01/2012

Attachments

PO Increase
CO#1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 08:04 AM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Yolanda Cisneros Started On: 03/01/2012 04:50 PM

Final Approval Date: 03/02/2012

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***669184***
Increase # 01 for this Purchase Order
Procurement Method:

- ❑ Contract # UNDER UCP
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 303313
Vendor Name: Asago, LLC dba Asago Construction
Address: 2113 Pecos St.
Mission, Texas 78572

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$42,581.04**
1	Each	**(NIGP#91345)** Change Order No. 1	$5,408.00	$5,408.00
		AFTER APPROVAL PLEASE SEND COPY TO COUNTY AUDITOR'S OFFICE TO ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$5,408.00
		TOTAL AMOUNT		***$47,989.04***

Account Number: **2-1339-431-00-122-031-0-731**

Reason: Increase is needed due to Change Order No.1 placed on CCM for approval on 3/06/2012
AI-31313

Authorization: _____ March 1, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

CHANGE ORDER NUMBER ONE (1)

PROJECT: Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements

DATE OF ISSUANCE: February 29, 2012 **EFFECTIVE DATE:** February 29, 2012

OWNER: HIDALG COUNTY URBAN COUNTY / HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731

CONTRACTOR: Asago Construction
2113 Pecos Street
Mission, TX 78573

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Reduce default concrete driveway by 70 SY
2. Add 70 SY for 6" concrete driveway to replace existing 4" concrete driveway
3. Reduce asphalt driveways by 16 SY
4. Add inlet adjustment
5. Add conversion of inlet to manhole

Reason for Change Order:

1. Reduce 4" concrete driveway because existing driveway at STA 40+33 is 6" thick.
2. Add 70 SY 6" concrete driveway for existing concrete driveway at STA 40+33.
3. Reduce asphalt driveways by 16 SY to match field conditions.
4. Add inlet adjustment to remove top & cap.
5. Add conversion to convert existing inlet to manhole.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 418,802.70		Original Contract Time for Substantial Completion:	150 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 $ 418,802.70		Contract Time prior to this Change Order Substantial Completion:	150 calendar days or dates
Net Increase (decrease) of this Change Order $ 5,408.00		Net Increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 424,210.70	Net % increase (decrease) from original contract price. 1.30 %	Contract Time with all approved Change Orders Substantial Completion:	150 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 3-2-12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 3/2/2012

CHANGE ORDER NO. 1 TABULATION

HIDALG COUNTY URBAN COUNTY / HIDALGO COUNTY PRECINCT NO. 2

Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements

CONTRACT NUMBER: 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731

Item Number	Item Code	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
1	100	28.12	28.12	STA	Preparation of Right-of-Way	$ 110.00	$ 110.00	$ 3,093.20	$ -	3,093.20
2	110	7,442.00	7,442.00	CY	Excavation (Roadway)	$ 3.00	$ 3.00	$ 22,326.00	$ -	22,326.00
3	132	580.00	580.00	CY	Embankment (Final) (Dens. Cont.) (Ty C)	$ 9.00	$ 9.00	$ 5,220.00	$ -	5,220.00
4	164	3,768.00	3,768.00	SY	Cell Fiber Mulch Seeding (Temp)(Warm)	$ 0.50	$ 0.50	$ 1,884.00	$ -	1,884.00
5	164	3,768.00	3,768.00	SY	Cell Fiber Mulch Seeding (Temp)(Cool)	$ 0.50	$ 0.50	$ 1,884.00	$ -	1,884.00
6	164	7,536.00	7,536.00	SY	Cell Fiber Mulch Seeding (Perm)(Urban)(Clay)	$ 0.50	$ 0.50	$ 3,768.00	$ -	3,768.00
7	247	18,029.00	18,029.00	SY	Flexible Base (Construct) (Mat'l Supplied by County) (8")	$ 1.00	$ 1.00	$ 18,029.00	$ -	18,029.00
8	260	18,561.00	18,561.00	SY	Lime Treat (Existing Material) (12")	$ 2.00	$ 2.00	$ 37,122.00	$ -	37,122.00
9	260	18,029.00	18,029.00	SY	Lime Treat (New Base) (8")	$ 1.50	$ 1.50	$ 27,043.50	$ -	27,043.50
10	260	421.00	421.00	TON	Lime (Slurry or Commercial Slurry)	$ 170.00	$ 170.00	$ 71,570.00	$ -	71,570.00
11	310	4,933.00	4,933.00	GAL	Prime Coat (MC-30)	$ 7.00	$ 7.00	$ 34,531.00	$ -	34,531.00
12	465	14.00	14.00	EA	Inlet (Modification) (Ty F)	$ 3,000.00	$ 3,000.00	$ 42,000.00	$ -	42,000.00
13	465	12.00	12.00	EA	Inlet Extension (Ty F)	$ 1,000.00	$ 1,000.00	$ 12,000.00	$ -	12,000.00
14	479	12.00	12.00	EA	Adjust Manhole (Sanitary Sewer)	$ 1,000.00	$ 1,000.00	$ 12,000.00	$ -	12,000.00
15	502	5.00	5.00	MO	Barricades, Signs & Traffic Handling	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ -	5,000.00
16	506	168.00	168.00	SY	Construction Exits (Ty II)(Install)	$ 6.00	$ 6.00	$ 1,008.00	$ -	1,008.00
17	506	168.00	168.00	SY	Construction Exits (Remove)	$ 8.00	$ 8.00	$ 1,344.00	$ -	1,344.00
18	506	644.00	644.00	LF	Temp Sediment Control Fence	$ 1.00	$ 1.00	$ 644.00	$ -	644.00
19	529	5,080.00	5,080.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 7.00	$ 35,560.00	$ -	35,560.00
20	529	551.00	551.00	SY	Concrete Valley Gutter (6-Ft)	$ 27.00	$ 27.00	$ 14,877.00	$ -	14,877.00
21	530	1,293.00	1,277.00	SY	Driveways (Asphalt Concrete Pavement)	$ 12.00	$ 12.00	$ 15,516.00	$ (192.00)	15,324.00
22	530	232.00	162.00	SY	Driveways (Concrete)	$ 25.00	$ 25.00	$ 5,800.00	$ (1,750.00)	4,050.00
23	531	22.00	22.00	EA	Curb Ramps (Ty 8)	$ 400.00	$ 400.00	$ 8,800.00	$ -	8,800.00
24	560	25.00	25.00	EA	Mailbox Installation	$ 200.00	$ 200.00	$ 5,000.00	$ -	5,000.00
25	644	18.00	18.00	EA	Ins Sm Rd Sn Sup & Assem Ty S80 (1) SA(P)	$ 400.00	$ 400.00	$ 7,200.00	$ -	7,200.00
26	644	11.00	11.00	EA	Remove Small Roadside Sign Supp & Assem	$ 100.00	$ 100.00	$ 1,100.00	$ -	1,100.00
27	662	2,160.00	2,160.00	LF	Work Zone Pav Mrk Non-Remov (Y) (4") (Sld) (100 Mil)	$ 1.00	$ 1.00	$ 2,160.00	$ -	2,160.00
28	662	2,160.00	2,160.00	LF	Work Zone Pav Mrk Non-Remov (W) (4") (Sld) (100 Mil)	$ 1.00	$ 1.00	$ 2,160.00	$ -	2,160.00
29	666	1,420.00	1,420.00	LF	Refl Pav Mrk Ty I (W) (4") (Brk) (100 Mil)	$ 1.00	$ 1.00	$ 1,420.00	$ -	1,420.00
30	666	320.00	320.00	LF	Refl Pav Mrk Ty I (W) (8") (Sld) (100 Mil)	$ 3.00	$ 3.00	$ 960.00	$ -	960.00
31	666	6,220.00	6,220.00	LF	Refl Pav Mrk Ty I (Y) (4") (Sld) (100 Mil)	$ 1.00	$ 1.00	$ 6,220.00	$ -	6,220.00
32	666	288.00	288.00	LF	Refl Pav Mrk Ty I (W) (24") (Sld) (100 Mil)	$ 8.00	$ 8.00	$ 2,304.00	$ -	2,304.00
33	666	735.00	735.00	LF	Refl Pav Mrk Ty I (W) (12") (Sld) (100 Mil)	$ 5.00	$ 5.00	$ 3,675.00	$ -	3,675.00
34	668	4.00	4.00	EA	Prefab Pav Mrk Ty B (W) (Word)	$ 400.00	$ 400.00	$ 1,600.00	$ -	1,600.00
35	668	8.00	8.00	EA	Prefab Pav Mrk Ty B (W) (Arrow)	$ 300.00	$ 300.00	$ 2,400.00	$ -	2,400.00
36	672	104.00	104.00	EA	Refl Pav Mrk (Ty I-C)	$ 6.00	$ 6.00	$ 624.00	$ -	624.00
37	672	160.00	160.00	SY	Refl Pav Mrk (Ty II A-A)	$ 6.00	$ 6.00	$ 960.00	$ -	960.00
38	530	0.00	70.00	SY	6" Concrete Driveway	$ -	$ 60.00	$ -	$ 4,200.00	4,200.00
39	465	0.00	1.00	EA	Adjust Inlet (Remove top & cap)	$ -	$ 1,300.00	$ -	$ 1,300.00	1,300.00
40	465	0.00	1.00	EA	Convert Existing Inlet to Manhole	$ -	$ 1,850.00	$ -	$ 1,850.00	1,850.00
						Total		$ 418,802.70	$ 5,408.00	$ 424,210.70

					TOTAL BASE AMOUNTS:			$ 418,802.70	5,408.00	424,210.70

AI-30891 **22. A.**

CC REGULAR

Meeting Date: 03/06/2012

Department: COMM. PCT. #3

Information

CAPTION

Requesting authorization for title reports, appraisals, surveys metes & bounds and possible acquisition right of way on Reginaldo Villalon Road and Eustacio Flores Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Available funds as of 2/24/12 are $4,780.00.

Attachments

Info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 11:20 AM
Perla Lopez	Perla Lopez	02/24/2012 09:21 AM
Auditor's Office	Arcilia Duran	03/02/2012 01:22 PM
Purchasing Department	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Norma Ceballos Started On: 02/01/2012 03:17 PM

Final Approval Date: 03/02/2012



Cuevitas, TX N

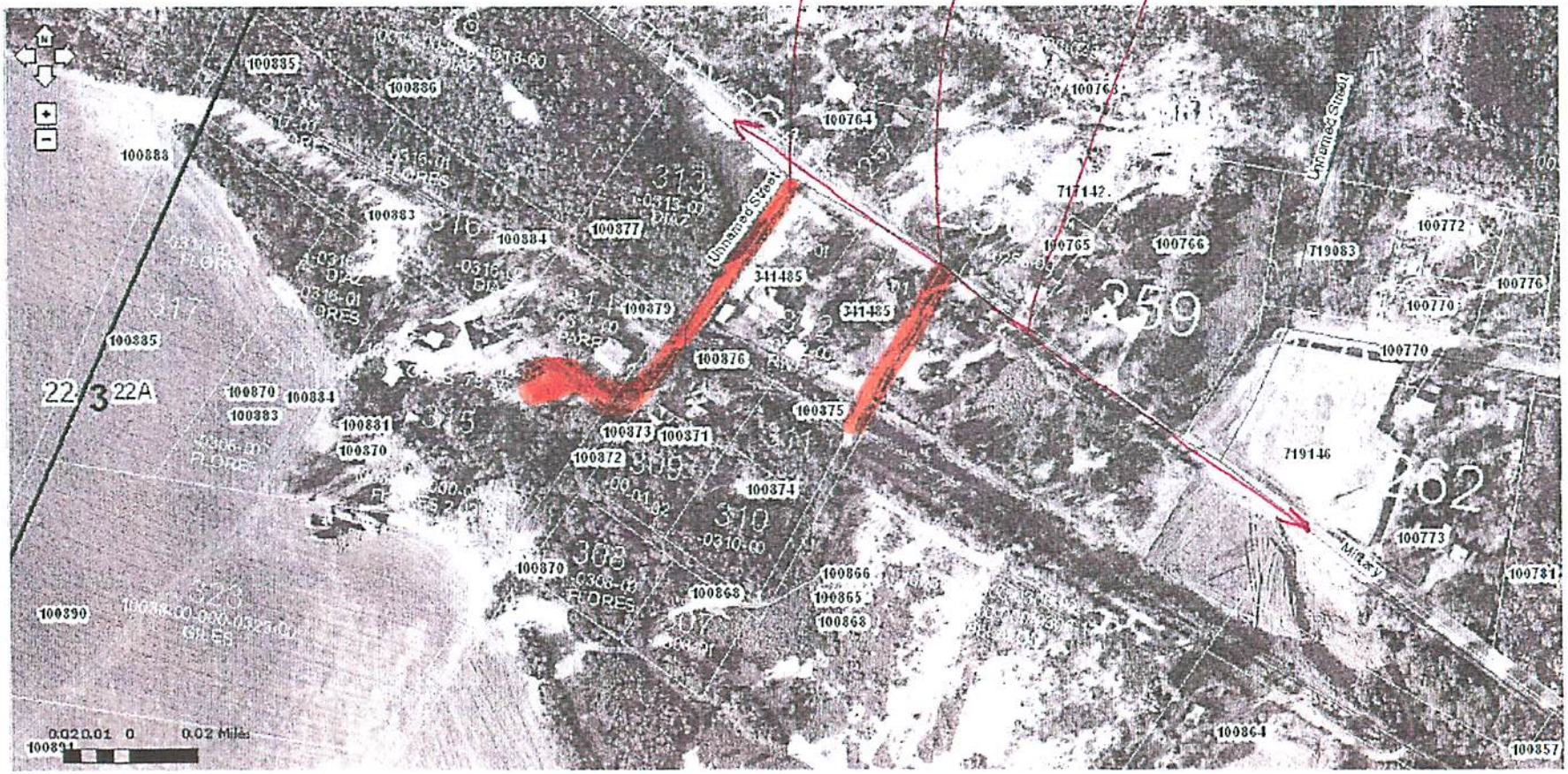
Section 22

Anastacio Flores Road

Villalon Road

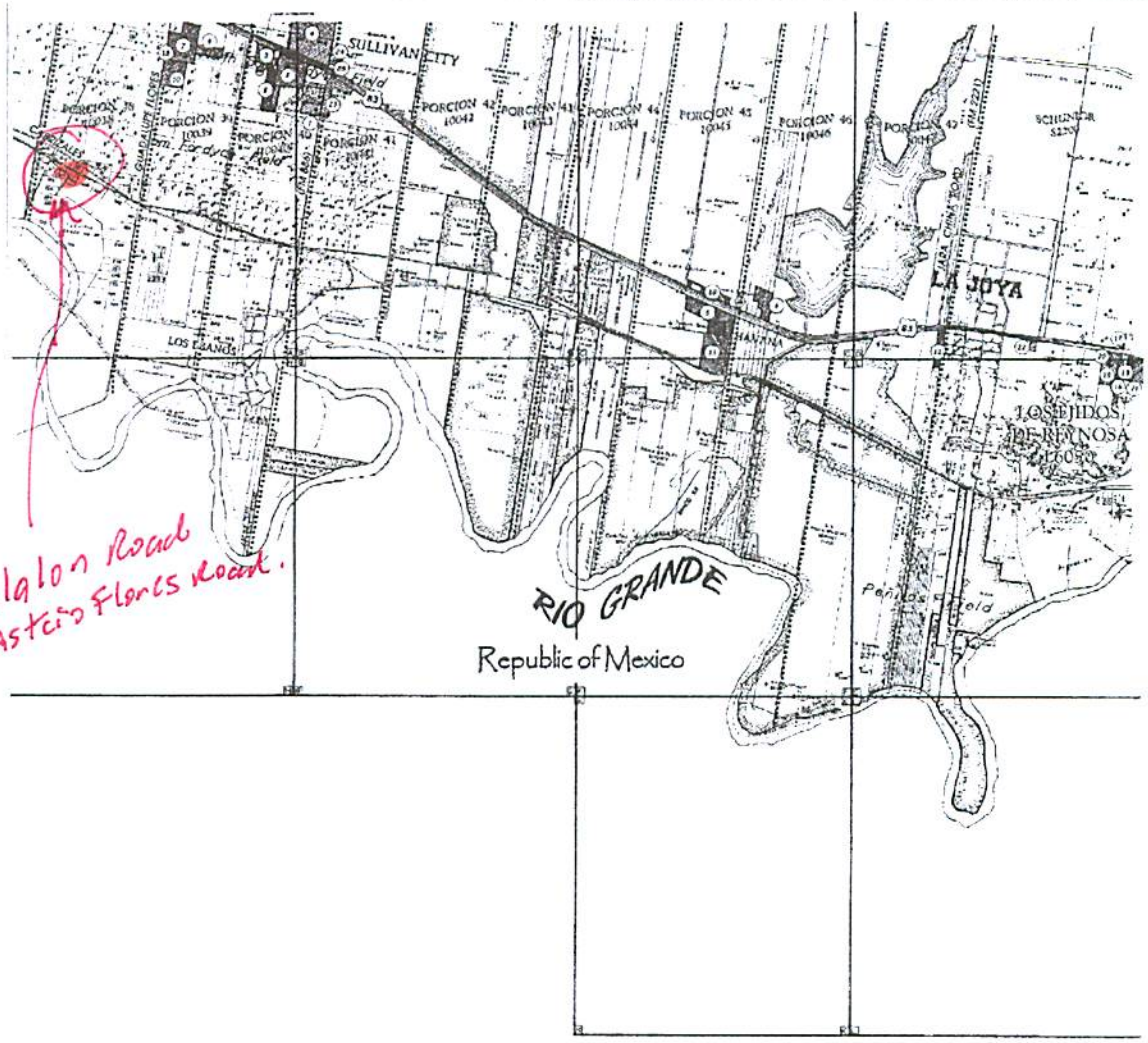
Military Road

Find Address Find Subdivision Find Intersection Print Find Prop ID



SECTION 22

SECTION 22



SECTION 22

SCALE: 1" = 2000'



SECTION 22

SECTION 22

AI-31180 **23. A. 4.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of modified/up-dated Hidalgo County Purchasing Department Travel and Fuel Card Program' Request Forms with same policies and procedures thus improving the efficiency in administering and managing the process.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

travel forms

fuel from

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/23/2012 01:19 PM
Budget & Management	Merlen P. Munoz	02/23/2012 02:22 PM
Erika Zamora	Erika Zamora	03/02/2012 10:10 AM
Auditor's Office	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Nielda Cavazos Started On: 02/22/2012 04:16 PM

Final Approval Date: 03/02/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: _____
Department: _____ Requestor: _____ EXT: _____
Number of Employees: _____
Employee(s) Name (DOB if requesting airfare): _____
_____
Destination: _____
Name of Seminar/Conference: _____
Travel Account Number:_____

HOTEL: Req. #: _____ P.O. #: _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: _____ Hotel Address: _____

Number of Rooms: _____ Hotel Phone Number: _____

Check In: _____ Check Out: _____

Single Bed or Double Beds

AUTO: Req. #: _____ P.O. #: _____

Rental Location: _____ Type of Vehicle: _____

Date/Time of Pick up: _____ Date/Time of Drop off: _____

AIRFARE: Req. #: _____ P.O. #: CITIBANK vendor #: 343277
Refundable: YES NO Airline Name: _____

Departure Date/Time: _____ Return Date/Time: _____

_____ _____
Signature: Elected Official/Department Head Date
Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: _____Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____
HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: _____

Billing Address: _____

Fuel Card Manager: _____

This person can not have use of the fuel card

Phone Number: _____ **County Email**: _____

Web user Name: _____ **Password:** _____

Hidalgo Co Acct Number: _____

Requested By: _____

Original Signature is required

Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. # _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**

Form F.1.1 Revised: ***Attach separate list if additional users are required***

AI-31254 **23. A. 5.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to sole bidder (VSL, Inc. DBA Video, Sound & Light, Inc.) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Repair, Removal & Installation of Mobile Radios and Other Emergency Misc. Equip." RFB No. 2012-035-01-25-SMA.

BACKGROUND

1. Contract will commence on March 06, 2012
2. Contract document was reviewed approved as to form by legal counsel on 02/27/12;
3. Services are on "as needed basis"

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

See attached expenditure report for possible funding sources and availability of funds. Purchases are on an as needed basis.

Attachments

CONTRACT DOCUMENT

Depts recommendations

exp. report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:43 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:55 PM
Auditor's Office	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Sandra Montalvo Started On: 02/28/2012 01:37 PM

Final Approval Date: 03/02/2012

From:	Leticia Saenz
To:	"Sandra Montalvo"
Subject:	FW: Review & Approval of Contract#C-11-035-03-06-VSL Inc d/b/a Video Sound and Lights
Date:	Tuesday, February 28, 2012 8:21:09 AM
Attachments:	01 C-11-035-03-06-VSL INC dba Video Sound and Lights-HC.pdf

---

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, February 27, 2012 5:17 PM
To: 'Martha Salazar'
Subject: RE: Review & Approval of Contract#C-11-035-03-06-VSL Inc d/b/a Video Sound and Lights

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, February 27, 2012 5:06 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'; 'Sandra Montalvo'
Subject: FW: Review & Approval of Contract#C-11-035-03-06-VSL Inc d/b/a Video Sound and Lights
Importance: High

Mr. Crain:
Please review, correct and comment as to form.
Thanks,
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, February 27, 2012 4:47 PM
To: 'Martha Salazar'
Cc: 'Sandra Montalvo'; 'Darlene Betancourt'
Subject: Review & Approval of Contract#C-11-035-03-06-VSL Inc d/b/a Video Sound and Lights

Ms. Marty-

Please forward the attached agreement to legal counsel for review and approval as to form.

We will be placing item on CC for award of bid and contract on 03/06/12.

Please advise.

Thanks.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-035-03-06

THIS CONTRACT is made and entered into this **6th** day of **MARCH, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **VSL, INC.** d/b/a **VIDEO SOUND** and **LIGHTS** ("Company").

WHEREAS, Company responded to advertised notices for bids for: "**REPAIRS, REMOVAL** and **INSTALLATION** of **MOBILE RADIOS** and **OTHER EMERGENCY MISCELLANEOUS EQUIPMENT** for **HIDALGO COUNTY" (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 the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **March 6, 2012** and expiring on **March 5, 2013** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: VSL, Inc. d/b/a Video Sound and Lights
Attn: Diana Cardenas, President / Valentin Cardenas, VP
3716 South U.S. Hwy 281
Edinburg, Texas 78539

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 County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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 Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) 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).

WITNESS our hands in duplicate originals this _____day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: VSL, INC. d/b/a
VIDEO SOUND and **LIGHTS**

By: _____
Printed Name: Diana or Valentin Cardenas
Title: President / Vice-President

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 18, 2012

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids -**"Repairs, Removal & Installation of Mobile Radios and Other Emergency Misc. Equipment"**
Bid No: 2012-035-02-01 -SMA

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/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Request for Bid (RFB)
Checklist
Hidalgo County (All Funding Sources)
"Repairs, Removal & Installation Of Mobile Radios & Other Emergency Miscellaneous Equipment"
RFB No. 2012-035-02-01-SMA

1) **Request for Bid Letter consists of __1__ page.**
2) **Legal Notice, consisting of__8__ pages.**
3) **Exhibit "A"- Specifications, consisting of __6__pages.**
4) **Exhibit "B"- Bid Form, consisting of__2_pages.**
5) **Exhibit "C"- Insurance Requirements, consisting of ___4___ pages.**
6) **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of _1_ pages.**
7) **Vendor/Bidder Application and W-9 form consisting of _6__ pages.**
8) **Certification Regarding Debarment, consists of __1_ page.**
9) **Draft Service Contract, consisting of __9__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

January 18, 2012
Date

Bid No: 2012-035-02-01-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext, 4865

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources)

"*Repair, Removal and Installation of Radios & Other Emergency Miscellaneous Equipment*"

BID OPENING DATE: February 01, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956- 318-2626

Form HCPD-03

1. Sealed bids will be received for *"Hidalgo County- Repair, Removal and Installation of Mobile Radios & Other Emergency Miscellaneous Equipment"* 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-2012-035-02-01-SMA-Hidalgo County- Repair, Removal and Installation Of Mobile Radios and Other Emergency Miscellaneous Equipment"* and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, *ON OR BEFORE 9:30 A.M., WEDNESDAY, February 01, 2012*. **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-2012-035-02-01-SMA-Hidalgo County- Repair, Removal and Installation of Mobile Radios and Other Emergency Miscellaneous Equipment"*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Invoices must include:
        a) Name and address of successful bidder
        b) Name and address of receiving department or official
        c) Purchase Order and Contract Number
        d) Notation - *"Hidalgo County- Repair, Removal and Installation of Mobile Radios & Other Emergency Miscellaneous Equipment"* 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
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	February 01, 2012
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____,2012

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT** (if applicable)**:**

- 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 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 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
"Repair, Removal & Installation of Mobile Radios and Other Emergency Miscellaneous Equipment"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
HIDALGO COUNTY (all funding sources)
"Repair, Removal & Installation of Mobile Radios and Other Emergency Miscellaneous Equipment"
Bid No.: 2012-035-02-01-SMA

PROJECT OVERVIEW

Hidalgo County is seeking to contract with a qualified bidder to conduct all "Repairs, Removal and Installation of Mobile Radios and Other Emergency Miscellaneous Equipment" **on an as needed basis**. But not limited to

SPECIFICATIONS, TERMS AND CONDITIONS:

1. The bid contract will be for Repairs, Installation & Removal of Mobile Radios & Other Miscellaneous Equipment that is currently installed in or will be installed on County vehicles. This bid will exclude repairs to base radio consoles, tower site repeaters or equipment, or specialty surveillance equipment.

2. The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract.

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.

4. 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 days written notice prior to cancellation.

5. Vendors submitting bid should be currently performing repairs, removals and installations for other law enforcement and emergency response agencies.

6. Vendors submitting bid require working knowledge of *REPAIRS, INSTALLATION & REMOVAL* of Emergency Equipment, Radios & Other Misc. Equipment".

7. Vendor(s) shall have a covered working area to protect vehicles and equipment against inclement weather and ample space to store property being repaired, removed and/or installed while conducting repairs, installations and removals.

8. Vendor(s) shall be able to refurbish and/or repair any and all non-working overhead light bars, radios, sirens, and emergency miscellaneous equipment unless equipment is beyond repair.

9. Vendor(s) must be able to complete a vehicle installation in two (2) working days and a removal in one (1) working day.

10. Vendor(s) must be able to work on multiple vehicles at one time.

11. Vendor(s) must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being repaired, removed and/or installed and the ability to tract and document the storage of property.

12. Vendor must have an area to keep vehicles secured for overnight and weekends.

13. Vendor must guarantee work performed.

14. **Vendors must be able to come and conduct repairs, installations and removals at any of the departments' locations on an emergency basis**. The vendor must include the cost of that service call within this bid.

15. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.

16. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the BIDDER.

    All charges for repairs, removals and installations' shall be included in the bid price.

17. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.

18. Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. Incomplete submittals shall be

considered a probable cause for disqualification.

19. Hidalgo County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, and/or to reject any or all bids.

20. Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.

21. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

QUALIFICATIONS/REQUIREMENTS:

1. Vendor shall have been in business (in this field) for a minimum of three (3) years.

2. Vendor must have a service facility within Hidalgo County where all work will be performed.

3. A list of a minimum of four (4) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for qualification. Information should include, but not limited to the following:
   a) Company
   b) Contact Person
   c) Phone Number
   d) Work Performed
   e) Contract Term

4. Vendor(s) must have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition. (Garage Keepers Insurance)

5. Vendor must possess insurance (as stated in Exhibit "C") to cover Hidalgo County property including but not limited to: vehicles, equipment, etc.

PART I- REPAIRS

REPAIRS on Mobile two-way Radios, Portable (handheld) two-way radios and Other Emergency Miscellaneous Equipment installed in Hidalgo County vehicles. (to exclude Sheriff's Office)

Hidalgo County has the following equipment installed in its vehicles.

RADIOS	LIGHTBARS	OTHER MISC. ITEMS
Motorola Syntor X	Code 3 Excalibar Package	Sho-Me Grille Lights
Motorola Syntor 9000	Whelen Edge 9004 SL	Whelen Strobes
Motorola Maxtrac	Federal Signal Jet Sonic	Whelen Cen Com Gold
Motorola Radias Line Radios	Federal Signal Jet Stream	Whelen siren with PA 295SL100
Vertex Line Radios	Whelen Lightbar 500 Series/Liberty Light Bar LED	Whelen Siren Control Head Model 1295 HFRSA
Motorola Astro Spectra Radio	Federal Signal Corp Aero Dynic	Code Three
Motorola XTL 1500 Astro	Federal Signal Corp Street Hawk	Motorola Antennas for Radios
Motorola XTS 1500 Port Radio	Code 3 MX 7000	Galls Wig Wag Flashers
Motorola XTS 3000 Port Radio	Rontan Winglux-S	Galls Strobe Power Supplies
Motorola APX 7000R		Push Bumpers
Jensen Line Radios		LED flashing lights (various models)
Midland Line Radios		
EF Johnson/Johnson Line Radios		
SP-130 Scanning Radio		
QPA-Dual Slot Charger		
Ma-Comm Line Radios (mobile & portable)base		
Kenwood Handheld Radios/Base		
GE Handheld Radios/Base		

PART II- REMOVAL

Removal of Mobile Radios and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles (to exclude Sheriff's Office)

- **RADIOS:**
  The departments use a variety of radios. Some radios are easier to remove compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces. Below is a list of the radios currently installed in our County vehicles.

  1. Motorola Syntor (X, 9000, Etc.)
  2. Motorola Maxtrac
  3. Johnson Line Radios
  4. EF Johnson Line Radios
  5. Vertex Line Radios
  6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
  7. Jensen Line Radios
  8. Midland Line Radios
  9. Sp-130 Scanning Radio
  10. QPA-1125 Dual Slot Charger
  11. Ma. Comm Brand Radios

- **ANTENNAS:** (to include disguise antennas)

- **SIRENS:** **12 volt sirens, to include but not limited to siren speakers mounted under the grill**

- **LIGHTS & LIGHTBARS:** (to include power cable and control panels)
  - **GRILLE LIGHTS:** (halogen, led or strobe)
  - **REAR DECK LIGHTS:** (halogen, led or strobe)
  - **DASH LIGHTS:** (Either mounted on dash or roof area near sun visor)
  - **STROBE OR LED LIGHT INSERTS By Pairs, Front or Back**
  - **HALOGEN LIGHT INSERTS By Pairs Front or Back**
  - **FUSE PANEL**
  - **STROBE POWER SUPPLIES**
  - **INTERIOR MOUNTED DIRECTIONAL LIGHT BARS**
  - **WIG-WAG FLASHER**
  - **RONTAN WINGLUX-S**

- **OTHER**
  - **PRISONER CAGES**
  - **SHOTGUN/ RIFLE RACK** (floor or ceiling mounted)
  - **SHOTGUN/ RIFLE RACK** (trunk lid mounted non-electrical)
  - **FLASHLIGHT CHARGER**
  - **PUSH BUMPERS**
  - **CENTER CONSOLE**
  - **VIDEO CAMERA SYSTEM**
  - **RADARS WITH ANTENNAS**
  - **MOBILE DATA COMPUTERS AND STANDS WITH POWER SUPPLY**

PART III- INSTALLATION

INSTALLATION of Mobile Radios and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles. (to exclude Sheriff's Office)

- **RADIO:**
  The departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

  1. Motorola Syntor (X, 9000, Etc.)
  2. Motorola Maxtrac
  3. Johnson Line Radios
  4. EF Johnson Line Radios
  5. Vertex Line Radios
  6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
  7. Jensen Line Radios
  8. Midland Line Radios
  9. Sp-130 Scanning Radio
  10. QPA-1125 Dual Slot Charger
  11. **MaComm Brand Radios**

- **ANTENNAS:** (to include disguised antennas)

- **SIRENS:** **12 volt sirens, grill mounted, light bar mounted, and disguised mounted**
  - **SIREN SPEAKERS PUSH BAR MOUNTED**
  - **SIREN SPEAKERS CONCEALED MOUNTED**

- **LIGHTBAR:** To include interface cables to console and include the installation and interface with switch panels.
  - **CODE 3 EXCALIBAR PACKAGE** (with interface box and switch)
  - **WHELEN EDGE 9004 SL** (with interface box and switch)
  - **FEDERAL SIGNAL JET SONIC**
  - **FEDERAL SIGNAL JET STREAM**
  - **DIRECTIONAL LIGHTBAR** (Federal Signal, Code Three)
  - **HALOGEN OR LED GRILL LIGHTS** (to include flasher and interface with the switch panel)
  - **STROBE GRILL LIGHTS** (to include interface with strobe power supply)
  - **HALOGEN OR LED REAR DECK LIGHTS** (to include flasher and interface with the switch panel)
  - **STROBE REAR DECK LIGHTS** (to include interface with strobe power supply)
  - **DASH LIGHTS** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
  - **STROBE LIGHT INSERTS by Pairs, Front or Back** (to include interface with the strobe power supply)
  - **HALOGEN OR LED LIGHT INSERTS by Pairs Front or Back** (to include flasher and interface with switch panel)
  - **FUSE PANEL**
  - **STROBE POWER SUPPLY** (to include interface to switch panel)
  - **WIG-WAY FLASHER** (to include interface with switch panel)
  - **RONTAN WINGLUX-S**

- **OTHER**
  - **PRISONER CAGES** (to include lower extension and side panels)
  - **SHOTGUN/ RIFLE RACK FLOOR MOUNT** (interface with the switch panel and lock timers available)
  - **SHOTGUN/ RIFLE RACK OVERHEAD MOUNT** (interface with the switch panel and lock timers if available)
  - **SHOTGUN/ RIFLE RACK TRUNK LID MOUNT** (non-electrical)
  - **FLASHLIGHT CHARGER**
  - **PUSH BUMPER**
  - **CENTER CONSOLE**

- **WIG-WAG FLASHER**
- **VIDEO CAMERA SYSTEM**
- **RADARS WITH ANTENNAS**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor 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.

2. **PRICE REDUCTION:** Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, January 25, 2012 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, January 27, 2012 BY 5:00 P.M.**

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios & Other Emergency Miscellaneous Equipment"

BID No.: 2012-035-02-01-SMA

ITEMS	Removal Price	Installation Price	Repair Price (Per Hour)	Mark Up Rate with Parts	List All Warranties
RADIOS					
Motorola Syntor (X, 9000, Etc)	$	$	$		
Motorola Maxtrac	$	$	$		
Johnson Line Radios	$	$	$		
EF Johnson Line Radios	$	$	$		
Vertex Line Radios	$	$	$		
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	$	$	$		
Jensen Line Radios	$	$	$		
Midland Line Radios	$	$	$		
Sp-130 Scanning Radio	$	$	$		
Antennas	$	$	$		
Ma-Comm Line Radios (mobile & portable)base	$	$	$		
Kenwood & G.E. .Handheld radios/bases	$	$	$		
Motorola XTS 1500 Port Radio	$	$	$		
Motorola XTS 1500 Port Radio	$	$	$		
Motorola APX 7000 R	$	$	$		
LIGHT BAR					
Code 3 Excalibur Package	$	$	$		
Whelen Edge 9004 SL	$	$	$		
Federal Signal Jet Sonic	$	$	$		
Federal Signal Jet Stream	$	$	$		
Directional Light Bar	$	$	$		
Rontan Winglux -S	$	$	$		
SIRENS					
12 Volt Sirens	$	$	$		
Siren Speakers Push Bar Mounted	$	$	$		
Siren Speakers Concealed Mounted	$	$	$		
Siren with PA (295SL100)	$	$	$		
Siren Control Head (model #1295HFRSA)	$	$	$		
Undercover Siren with position switch	$	$	$		
OTHER					
Video Camera System	$	$	$		
Radars with Antennas	$	$	$		
Mobile Data Computers & stands with power supply	$	$	$		
QPA-1125 Dual Slot Charger	$	$	$		
Grille Lights (Halogen, LED or Strobe)	$	$	$		
Rear Deck Lights	$	$	$		
Dash Lights	$	$	$		
Prisoner Cages	$	$	$		
Shotgun/Rifle Rack (all mounts & types)	$	$	$		
LED Lights	$	$	$		
Grille Lights (Halogen, LED or Strobe)	$	$	$		
LED Dash Lights	$	$	$		
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$	$	$		
Fuse Panel	$	$	$		
Strobe Power Supplies	$	$	$		
Wig-Wag Flasher	$	$	$		
Flash Light Charger	$	$	$		
Push Bumpers	$	$	$		
Center Console	$	$	$		

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

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.. 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 03/11/11

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 THER 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 (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - 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 ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					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	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	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.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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"
VENDOR'S BID

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: VSL INC

ADDRESS: 3716 S. US HWY 281

CITY/STATE/ZIP CODE: Edinburg TX 78539

PHONE NUMBER: (956) 383 6855

CELLULAR NUMBER: (956) 239 6855

FAX NUMBER: (956) 380 1513

AUTHORIZED SIGNATURE:

EMAIL ADDRESS: VSL INC @ AOL.COM

PRINTED NAME: Valentin Cardenas.

TITLE: V. President.

DATE: 1/31/2012.

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios & Other Emergency Miscellaneous Equipment"

BID No.: 2012-035-02-01-SMA

ITEMS	Removal Price	Installation Price	Repair Price (Per Hour)	Mark Up Rate with Parts	List All Warranties
RADIOS					
Motorola Syntor (X, 9000, Etc)	$ 39.00	$ 75	$ 29.90	13%	
Motorola Maxtrac	$ 5.00	$ 10.=	$ 29.90	13%	
Johnson Line Radios	$ 10.=	$ 21.=	$ 29.90	13%	
EF Johnson Line Radios	$ 39.00	$ 75.=	$ 29.90	13%	
Vertex Line Radios	$ 5.=	$ 21.=	$ 29.90	13%	
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	$ 10.=	$ 21.=	$ 29.90	13%	See Attach
Jensen Line Radios	$ 0.01	$ 0.01	$		
Midland Line Radios	$ 0.01	$ 0.01	$		
Sp-130 Scanning Radio	$ 0.01	$ 0.01	$		
Antennas	$ 10.=	$ 35.=	$ 29.90	13%	
Ma-Comm Line Radios (mobile & portable)base	$ 39.=	$ 75.=	$ 29.90	13%	
Kenwood & G.E. .Handheld radios/bases	$ 10.=	$ 21.=	$ 29.90	13%	
Motorola XTS 1500 Port Radio	$ 1.=	$ 1.=	$ 29.90	13%	
Motorola XTS 1500 Port Radio	$ 1.=	$ 1.=	$ 29.90	13%	
Motorola APX 7000 R	$ 1.=	$ 1.=	$ 29.90	13%	
LIGHT BAR					
Code 3 Excalibur Package	$ 10.=	$ 20.=	$ 29.90	13%	
Whelen Edge 9004 SL	$ 40.=	$ 85.=	$ 29.90	13%	
Federal Signal Jet Sonic	$ 19.90	$ 55.=	$ 29.90	13%	See Attach
Federal Signal Jet Stream	$ 10.=	$ 20.=	$ 29.90	13%	
Directional Light Bar	$ 15.=	$ 55.=	$ 29.90	13%	
Rontan Winglux -S	$ 40.=	$ 55.=	$ 29.90	13%	
SIRENS					
12 Volt Sirens	$ 13	$ 25.=	$ 29.90	13%	
Siren Speakers Push Bar Mounted	$ 12.=	$ 25.=	$ 29.90	13%	
Siren Speakers Concealed Mounted	$ 12.=	$ 25.=	$ 29.90	13%	See Attach
Siren with PA (295SL100)	$ 15.=	$ 45.=	$ 29.90	13%	
Siren Control Head (model #1295HFRSA)	$ 15.=	$ 45.=	$ 29.90	13%	
Undercover Siren with position switch	$ 13.=	$ 35.=	$ 29.90	13%	
OTHER					
Video Camera System	$ 18.=	$ 89.=	$ 29.90	13%	
Radars with Antennas	$ 15.=	$ 60.=	$ 29.90	13%	
Mobile Data Computers & stands with power supply	$ 30.=	$ 95.=	$ 29.90	13%	
QPA-1125 Dual Slot Charger	$ 0.01	$ 0.01	$		
Grille Lights (Halogen, LED or Strobe)	$ 11.=	$ 25.=	$ 29.90	13%	
Rear Deck Lights	$ 11.=	$ 25.=	$ 29.90	13%	
Dash Lights	$ 7.=	$ 16.=	$ 29.90	13%	See Attach
Prisoner Cages	$ 15.=	$ 29.=	$ 29.90	13%	
Shotgun/Rifle Rack (all mounts & types)	$ 9.=	$ 35.=	$ 29.90	13%	
LED Lights	$ 11.=	$ 25.=	$ 29.90	13%	
Grille Lights (Halogen, LED or Strobe)	$ 11.=	$ 25.=	$ 29.90	13%	
LED Dash Lights	$ 11.=	$ 25.=	$ 29.90	13%	
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$ 10.=	$ 20.=	$ 29.90	13%	
Fuse Panel	$ 10.=	$ 19.=	$ 29.90	13%	
Strobe Power Supplies	$ 10.=	$ 16.=	$ 29.90	13%	
Wig-Wag Flasher	$ 10.=	$ 20.=	$ 29.90	13%	
Flash Light Charger	$ 5.=	$ 11.=	$ 29.90	13%	
Push Bumpers	$ 15	$ 45.=	$ 29.90	13%	
Center Console	$ 15	$ 45.=	$ 29.90	13%	

OPENED
10:00
2-01-12
Witnessed

VSL INC

VSL Tech, Inc. warrants all installed equipment labor for a period of two years from the completion of installation. This warranty applies to installation of emergency equipment installed by VSL Tech, Inc. and installed by VSL Technicians. Warranty is void if upon inspection items have been modified, altered, tampered OR ACTS OF GOD.

AXIXTECH LED PRODUCTS HAVE A 5 YEAR MANUFACTURES WARRANTY
Siren Speakers have a 3 Year warranty. Please contact us if you have any other questions
FENIEX LED PRODUCTS HAVE A 5 YEAR MANUFACTURES WARRANTY.

ANY OTHER EQUIPMENT BRAND CARRIES THERE OWN WARRANTY

VSL Tech, Inc. Is currently insured with General liability, Workman's comp and commercial Auto and can be provided upon request.

Valentin A. Cardenas

Vice-President
VSL TECH INC.

215 East Canton Edinburgh Texas 78539 956-383-6855

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2012

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	CONTACT NAME:
CENTRAL INSURANCE AGENCY, INC. PO BOX 15427 AUSTIN, TX 78761-5427 512-451-6551	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED VIDEO, SOUND & LIGHT, INC. VIDEO, SOUND & LIGHTS 3716 S. US HWY 281 Edinburg, TX 78539	INSURER A: WESTERN HERITAGE INS. CO. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **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	N	N	SCP0856212	6/16/2011	6/16/2012	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 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidago County
3804 S. US Hwy 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

Michael K. Berg

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2012

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PRODUCER	CONTACT NAME: Theresa Mazur, CIC, ACSR
Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752	PHONE (A/C, No, Ext): (512) 451-6551 FAX (A/C, No): (512) 454-0183 E-MAIL ADDRESS: tmazur@centralins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED VSL, INC. VIDEO, SOUND AND 3716 S. US. HWY 281 EDINBURG TX 78539	INSURER A: Progressive County Mutual 29203 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2011/2012 Auto cert **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			06117138-4	12/20/2011	12/20/2012	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hildago County
3804 S. US Hwy 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

Scott Raper/CIA13

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2012

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PRODUCER
Central Insurance Agency
6000 N. Lamar Blvd
Austin TX 78752

CONTACT NAME: Theresa Mazur, CIC, ACSR
PHONE (A/C, No, Ext): (512) 451-6551
FAX (A/C, No): (512) 454-0183
E-MAIL ADDRESS: tmazur@centralins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	055
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
VSL Tech, Inc., DBA: Video, Sound & Lights
3716 S. US Hwy 281
Edinburg TX 78539

COVERAGES CERTIFICATE NUMBER: 11/12 WC 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A		SBP-0001186743 20101221	12/21/2011	12/21/2012	E.L. EACH ACCIDENT	$ 100,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,00
							E.L. DISEASE - POLICY LIMIT	$ 500,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hildago County
3804 S. US Hwy 281
Edinburg, TX 78539

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Scott Raper/CIA13

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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

(Department's Recommendation)

RECEIVED
FEB 08 2012
By Nma 11:45

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

We have received **sole response** to the above mentioned project.. 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 to award 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 **February 10 2012 @ 10:00 a.m. or earlier if possible** 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: sandra.montalvo@co.hidalgo.tx.us

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-421-00-291-001-0-432

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Ray Sanchez	Ray Sanchez	Constable Pct. 1	2-7-12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
FEB 08 2012
By 9:55

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1100-419-50-125-003-0-432

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Roy Quintanilha	Safety Division	2/8/12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

FEB 13 2012
3:40

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

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☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-421-00-292-001-0

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Frank Sanchez	Constable Pct 2	2/7/12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
FEB 10 2012
By

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: _____

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joel Rueda	Constable 4	02/10/12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

We have received sole response to the above mentioned project.. 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 to award 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 **February 10 2012 @ 10:00 a.m. or earlier if possible** 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: sandra.montalvo@co.hidalgo.tx.us

☐ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 1100-421-00-295-001-0-432

Recommendations/Concerns: Please add on Item description Motorola-XTL 1500 Dash mount Radio to tabulation sheet (under radios) and Justice LED Light Bars (under lightbars).

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Chief Deputy E. Flores	Fidel Flores	H.C. Dept. Pct. 5	02/09/12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
FEB 07 2012
By Nune 4:50

OK
FCD

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – *"Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

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☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1100-432-00-121-031-0-432
2-1100-432-00-121-013-0-432
2-1200-431-00-121-031-0-432

Recommendations/Concerns:

Recommend Sole Response
VSL Tech

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Noe Hinojosa	Noe Hinojosa	Pct. 1	2-7-12
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

FEB 09 2012
Time 1:10

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

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☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: Several accounts

Recommendations/Concerns:
2/1100.432.00.122.001.0/432 ; 2/1200.431.00.122.004.0/432 ;
2/1200.431.00.122.006.0/432 ; 2/1100.452.00.122.008.0/432

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Ricardo Cuellar	Ricardo Cuellar	R&B Parks/Sanitation	2/7/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
FEB 21 2012
By

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1200-431-00-124-007-0-432

Recommendations/Concerns: Award to sole bidder VSK Tech Inc.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Gloria A Beltran	Gloria A Beltran	Pct 4	2/10/12
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 2-1200-431-00-123-005-0-432

Recommendations/Concerns: Sole Bidder

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joe M. Flores	Pct #3	2/8/12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY
FEB 07 REC'D
FIRE MARSHAL'S OFFICE

FEB 08 2012

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: _____

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Juan Martinez	Fire Marshal	2/8/12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
FEB 08 2012
By 3:35

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: February 6, 2012

RE: **BID AWARD REQUEST** Bid No. 2012-035-02-01-SMA-HIDALGO COUNTY (all funding source) – "*Repair, Removal & Installation of Mobile Radios and Other Misc. Equipment*

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☐ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: _____

Recommendations/Concerns: Does not apply to WIC Program.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
L Longoria	Norma Longoria	WIC	2/7/12

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: February 01, 2012 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: *Hidalgo County-Repair, Removal & Installation of Radios and Other Emergency Misc. Equipment*

BID NO.: 2012-035-02-01-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	SOUTH TEXAS COMMUNICATIONS Attn: Sid Basandua	BLM	Sandra Montalvo	01/18/12	709 E. Pecan McAllen, Texas 78501 956-687-8591 (office) 956-687-1735 (fax) sidb@stcradios.com
2)	VSL, INC. Attn: Diana or Valentin	BLM	Sandra Montalvo	01/18/12	3716 S.Bus. Hwy 281 Edinburg, Tx 78539 956-383-6855-Office) 956-380-1513(Fax) Vslinc@aol.com
3)	JTS Attn: Kyle Fuller, RTPM(i)	EMR	Sandra Montalvo	01/18/12	5310 S. Cockrell Hill Road Dallas, TX 75236 Office: 972-620-1435 x.125 Fax: 972-247-5023 www.jts.net kyle@jts.net
4)	Preferred Communications, Inc. Attn: Mike Kirsch	EMR	Sandra Montalvo	01/18/12	Butner, NC Office: 919-575-4600, ext 23 Toll-free: 800-300-6020 Fax: 919-575-4633 www.satstar.com mike.kirsch@satstar.com
5)	PRIME VENDOR INC Attn: Erica Russ	EMR	Sandra Montalvo	01/18/12	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 bids17@prime-vendor.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)
Revised 2/28/2012 4:21 PM

TABULATION SHEET

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios & Other Emergency Miscellaneous Equipment"

BID No.: 2012-035-02-01-SMA

ITEMS	PARTICIPING VENDOR(S)				
	VSL TECH INC.				
	Removal Price	Installation Price	Repair Price (Per Hour)	Mark Up Rate with Parts	List All Warranties
RADIOS					
Motorola Syntor (X, 9000, Etc)	$39.00	$75.00	$29.90	13%	SEE ATTACH
Motorola Maxtrac	$5.00	$10.00	$29.90	13%	
Johnson Line Radios	$10.00	$ 21.00	$ 29.90	13%	
EF Johnson Line Radios	$39.00	$ 75.00	$ 29.90	13%	
Vertex Line Radios	$5.00	$ 21.00	$ 29.90	13%	
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	$10.00	$21.00	$29.90	13%	
Jensen Line Radios	$0.01	$0.01	------	------	
Midland Line Radios	$0.01	$0.01	------	-------	
Sp-130 Scanning Radio	$0.01	$0.01	------	-------	
Antennas	$10.00	$35.00	$29.90	13%	
Ma-Comm Line Radios (mobile & portable)base	$39.00	$75.00	$29.90	13%	
Kenwood & G.E. .Handheld radios/bases	$10.00	$21.00	$29.90	13%	
Motorola XTS 1500 Port Radio	$1.00	$1.00	$29.90	13%	
Motorola XTS 1500 Port Radio	$1.00	$1.00	$29.90	13%	
Motorola APX 7000 R	$1.00	$1.00	$29.90	13%	
LIGHT BAR					
Code 3 Excalibur Package	$10.00	$20.00	$29.90	13%	SEE ATTACH
Whelen Edge 9004 SL	$40.00	$85.00	$29.90	13%	
Federal Signal Jet Sonic	$19.00	$55.00	$29.90	13%	
Federal Signal Jet Stream	$10.00	$20.00	$29.90	13%	
Directional Light Bar	$15.00	$55.00	$29.90	13%	
Rontan Winglux -S	$40.00	$55.00	$29.90	13%	
SIRENS					
12 Volt Sirens	$13.00	$25.00	$29.90	13%	SEE ATTACH
Siren Speakers Push Bar Mounted	$12.00	$25.00	$29.90	13%	
Siren Speakers Concealed Mounted	$12.00	$25.00	$29.90	13%	
Siren with PA (295SL100)	$15.00	$45.00	$29.90	13%	
Siren Control Head (model #1295HFRSA)	$15.00	$45.00	$29.90	13%	
Undercover Siren with position switch	$13.00	$35.00	$29.90	13%	
OTHER					
Video Camera System	$18.00	$89.00	$29.90	13%	SEE ATTACH
Radars with Antennas	$15.00	$60.00	$29.90	13%	
Mobile Data Computers & stands with power supply	$30.00	$95.00	$29.90	13%	
QPA-1125 Dual Slot Charger	$0.01	$0.01	-----	------	
Grille Lights (Halogen, LED or Strobe)	$11.00	$25.00	$29.90	13%	
Rear Deck Lights	$11.00	$25.00	$29.90	13%	
Dash Lights	$7.00	$16.00	$29.90	13%	
Prisoner Cages	$15.00	$29.00	$29.90	13%	
Shotgun/Rifle Rack (all mounts & types)	$9.00	$35.00	$29.90	13%	
LED Lights	$11.00	$25.00	$29.90	13%	
Grille Lights (Halogen, LED or Strobe)	$11.00	$25.00	$29.90	13%	
LED Dash Lights	$11.00	$25.00	$29.90	13%	
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$10.00	$20.00	$29.90	13%	
Fuse Panel	$10.00	$19.00	$29.90	13%	
Strobe Power Supplies	$10.00	$16.00	$29.90	13%	
Wig-Wag Flasher	$10.00	$20.00	$29.90	13%	
Flash Light Charger	$5.00	$11.00	$29.90	13%	
Push Bumpers	$15.00	$45.00	$29.90	13%	
Center Console	$15.00	$45.00	$29.90	13%	

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-412-00-001-001-0-432	92ND DC-EQUIP&VEH R&M SRV	500.00	.00	.00	.00	500.00	.00
2-1100-412-00-002-001-0-432	93RD DC-EQUIP&VEH R&M SRV	600.00	544.44	.00	.00	55.56	90.74
2-1100-412-00-003-001-0-432	139TH DC-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-412-00-004-001-0-432	206TH DC-EQUIP&VEH R&M SRV	900.00	.00	.00	.00	900.00	.00
2-1100-412-00-005-001-0-432	275TH DC-EQUIP&VEH R&M SRV	520.00	.00	.00	.00	520.00	.00
2-1100-412-00-007-001-0-432	370TH DC-EQUIP&VEH R&M SRV	300.00	378.58	.00	.00	-78.58	126.19
2-1100-412-00-009-001-0-432	398TH DC-EQUIP&VEH R&M SRV	1,500.00	.00	.00	.00	1,500.00	.00
2-1100-412-00-011-001-0-432	449TH DC-EQUIP&VEH R&M SRV	500.00	.00	.00	.00	500.00	.00
2-1100-412-00-021-001-0-432	CCL#1-EQUIP&VEH R&M SRV	1,460.00	800.00	660.00	660.00	.00	100.00
2-1100-412-00-022-001-0-432	CCL#2-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-412-00-062-001-0-432	JP PCT 1/PL 2-EQUIP&VEH R&M SRV	558.00	497.18	93.00	93.00	-32.18	105.77
2-1100-412-00-064-001-0-432	JP PCT 2/PL 2-EQUIP&VEH R&M SRV	250.00	72.60	.00	.00	177.40	29.04
2-1100-412-00-066-001-0-432	JP PCT 3/PL 2-EQUIP&VEH R&M SRV	200.00	.00	.00	.00	200.00	.00
2-1100-412-00-067-001-0-432	JP PCT 4/PL 1-EQUIP&VEH R&M SRV	100.00	.00	.00	.00	100.00	.00
2-1100-412-00-080-002-0-432	CRIM DA-EQUIP&VEH R&M SRV	600.00	280.00	.00	.00	320.00	46.67
2-1100-412-00-090-001-0-432	DIST CLERK-EQUIP&VEH R&M SRV	9,952.00	5,892.00	991.50	991.50	3,068.50	69.17
2-1100-413-00-110-006-0-432	CO JUDGE-EQUIP&VEH R&M SRV	1,200.00	506.34	49.20	49.20	644.46	46.30
2-1100-413-00-125-001-0-432	EXECUTIVE OFFICE-EQUIP&VEH R&M SRV	1,500.00	584.43	.00	.00	915.57	38.96
2-1100-414-00-130-001-0-432	ELECTIONS DEPT-EQUIP&VEH R&M SRV	1,500.00	220.00	.00	.00	1,280.00	14.67
2-1100-415-00-200-001-0-432	INFO TECH DEPT-EQUIP&VEH R&M SRV	3,200.00	1,785.85	.00	.00	1,414.15	55.81
2-1100-415-00-200-002-0-432	IT COUNTYWIDE-EQUIP&VEH R&M SRV	5,000.00	781.60	195.04	195.04	4,023.36	19.53
2-1100-415-14-115-001-0-432	DBM-BUDGET DIV-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-415-15-140-001-0-432	TAX OFF-EQUIP&VEH R&M SRV	36,545.00	1,368.00	.00	.00	35,177.00	3.74
2-1100-415-16-150-001-0-432	CO TREASURER-EQUIP&VEH R&M SRV	300.00	.00	.00	.00	300.00	.00
2-1100-415-18-160-001-0-432	PURCHASING-EQUIP&VEH R&M SRV	3,300.00	375.00	.00	.00	2,925.00	11.36
2-1100-415-21-170-001-0-432	CO AUDITOR-EQUIP&VEH R&M SRV	3,000.00	1,118.32	.00	.00	1,881.68	37.28
2-1100-415-40-180-001-0-432	CO CLERK-EQUIP&VEH R&M SRV	5,500.00	187.50	.00	.00	5,312.50	3.41
2-1100-415-40-180-002-0-432	CO CLERK RECORD ARCHIVE-EQ&VEH R&M SRV	1,500.00	.00	.00	.00	1,500.00	.00
2-1100-415-50-190-001-0-432	CIVIL SERVICE-EQUIP&VEH R&M SRV	750.00	.00	.00	.00	750.00	.00
2-1100-415-50-190-002-0-432	HUMAN RESOURCES-EQUIP&VEH R&M SRV	700.00	.00	.00	.00	700.00	.00
2-1100-419-10-210-001-0-432	PLANNING DEPT-EQUIP&VEH R&M SRV	6,079.00	2,081.00	636.55	636.55	3,361.45	44.70

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-419-40-220-001-0-432	FACILITIES MGMT-EQUIP&VEH R&M SRV	10,000.00	2,167.63	254.00	254.00	7,578.37	24.22
2-1100-419-50-125-003-0-432	SAFETY-EQUIP&VEH R&M SRV	13,950.00	6,188.25	163.25	163.25	7,598.50	45.53
2-1100-421-00-125-011-0-432	TX DPS-EQUIP&VEH R&M SRV	800.00	.00	.00	.00	800.00	.00
2-1100-421-00-280-001-0-432	SHERIFF-EQUIP&VEH R&M SRV	200,500.00	8,441.28	7,871.19	7,871.19	184,187.53	8.14
2-1100-421-00-280-083-0-432	CO WIDE COMM SYST-EQUIP&VEH R&M SRV	4,000.00	3,400.00	.00	.00	600.00	85.00
2-1100-421-00-291-001-0-432	CONSTABLE PCT.1-EQUIP&VEH R&M SRV	20,000.00	19,020.15	230.25	230.25	749.60	96.25
2-1100-421-00-292-001-0-432	CONSTABLE PCT.2-EQUIP&VEH R&M SRV	5,000.00	.00	1,352.19	1,352.19	3,647.81	27.04
2-1100-421-00-293-001-0-432	CONSTABLE PCT.3-EQUIP&VEH R&M SRV	25,868.14	11,286.37	3,070.42	3,070.42	11,511.35	55.50
2-1100-421-00-294-001-0-432	CONSTABLE PCT.4-EQUIP&VEH R&M SRV	20,000.00	5,595.66	636.34	636.34	13,768.00	31.16
2-1100-421-00-295-001-0-432	CONSTABLE PCT.5-EQUIP&VEH R&M SRV	10,000.00	6,934.90	419.07	419.07	2,646.03	73.54
2-1100-422-10-300-001-0-432	FIRE MARSHAL-EQUIP&VEH R&M SRV	11,500.00	7,458.19	1,482.81	1,482.81	2,559.00	77.75
2-1100-423-00-320-001-0-432	ADULT PROB-EQUIP&VEH R&M SRV	40.00	.00	.00	.00	40.00	.00
2-1100-423-00-320-034-0-432	ALT INCARCERATION PRG-EQUIP&VEH R&M SRV	2,000.00	.00	.00	.00	2,000.00	.00
2-1100-423-21-280-002-0-432	JAIL-EQUIP&VEH R&M SRV	77,000.00	28,320.90	6,109.03	6,109.03	42,570.07	44.71
2-1100-423-32-330-001-0-432	JUV DET HM-EQUIP&VEH R&M SRV	15,000.00	1,743.00	.00	.00	13,257.00	11.62
2-1100-429-00-110-075-0-432	EMERGENCY MGMT-EQUIP&VEH R&M SRV	7,700.00	1,180.82	422.69	422.69	6,096.49	20.82
2-1100-432-00-121-001-0-432	PCT1 SANITATION-EQUIP&VEH R&M SRV	9,810.00	2,721.42	1,675.31	1,675.31	5,413.27	44.82
2-1100-432-00-122-001-0-432	PCT2 SANITATION-EQUIP & VEH R&M SRV	8,010.36	723.66	29.00	29.00	7,257.70	9.40
2-1100-432-00-123-001-0-432	PCT3 SANITATION-EQUIP & VEH R&M SRV	35,000.00	.00	1,241.78	1,241.78	33,758.22	3.55
2-1100-432-00-124-001-0-432	PCT4 SANITATION-EQUIP & VEH R&M SRV	11,500.00	1,486.00	1,723.79	1,723.79	8,290.21	27.91
2-1100-441-00-340-001-0-432	HEALTH ADM-EQUIP&VEH R&M SRV	20,000.00	6,889.75	505.13	505.13	12,605.12	36.97
2-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP&VEH R&M SRV	11,000.00	8,365.00	2,343.00	2,343.00	292.00	97.35
2-1100-452-00-121-013-0-432	PCT1 PARKS-EQUIP & VEH R&M SRV	2,000.00	569.50	50.80	50.80	1,379.70	31.02
2-1100-452-00-122-008-0-432	PCT2 PARKS-EQUIP & VEH R&M SRV	2,768.75	238.45	766.50	766.50	1,763.80	36.30
2-1100-452-00-123-008-0-432	PCT3 PARKS-EQUIP & VEH R&M SRV	3,000.00	.00	.00	.00	3,000.00	.00
2-1100-452-00-124-009-0-432	PCT4 PARKS-EQUIP & VEH R&M SRV	2,000.00	15.00	.00	.00	1,985.00	.75
2-1100-461-00-380-001-0-432	TX AGRILIFE EXT-EQUIP&VEH R&M SRV	2,500.00	1,341.03	420.16	420.16	738.81	70.45
2-1100-466-00-122-018-0-432	PCT2 CRC-EQUIP & VEH R&M SRV	271.95	.00	.00	.00	271.95	.00
2-1200-431-00-121-004-0-432	PCT1 ADM-EQUIP & VEH R&M SRV	200.00	.00	.00	.00	200.00	.00
2-1200-431-00-121-005-0-432	PCT1 RD MAINT-EQUIP & VEH R&M SRV	25,000.00	12,502.79	3,155.88	3,155.88	9,341.33	62.63

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1200-431-00-122-004-0-432	CW MECH SHOP-EQUIP&VEH R&M SRV	1,888.89	1,681.36	162.14	162.14	45.39	97.60
2-1200-431-00-122-005-0-432	PCT2 ADM-EQUIP & VEH R&M SRV	261.95	.00	.00	.00	261.95	.00
2-1200-431-00-122-006-0-432	PCT2 RD MAINT-EQUIP & VEH R&M SRV	6,958.09	1,925.92	3,328.74	3,328.74	1,703.43	75.52
2-1200-431-00-123-004-0-432	PCT3 ADM-EQUIP & VEH R&M SRV	1,500.00	98.00	2.00	2.00	1,400.00	6.67
2-1200-431-00-123-005-0-432	PCT3 RD MAINT-EQUIP & VEH R&M SRV	30,592.12	3,340.80	10,464.00	10,464.00	16,787.32	45.13
2-1200-431-00-124-005-0-432	PCT4 ADM-EQUIP & VEH R&M SRV	340.00	.00	.00	.00	340.00	.00
2-1200-431-00-124-007-0-432	PCT4 RD MAINT-EQUIP & VEH R&M SRV	27,136.97	8,667.29	4,524.93	4,524.93	13,944.75	48.61
2-1200-431-00-260-001-0-432	R-O-W DEPT-EQUIP&VEH R&M SRV	1,722.56	585.82	78.74	78.74	1,058.00	38.58
2-1222-412-00-080-006-0-432	DA BAD CK-EQUIP&VEH R&M SRV	2,000.00	1,776.04	131.96	131.96	92.00	95.40
2-1228-421-00-280-006-0-432	SHRF FED SHARING-US TREAS-EQ&VEH R&M SRV	800.00	781.59	.00	.00	18.41	97.70
2-1237-415-40-180-003-0-432	CC REC MGMT-EQUIP&VEH R&M SRV	5,000.00	1,225.00	275.00	275.00	3,500.00	30.00
2-1242-412-00-060-001-0-432	JUSTICE CRT TECH-EQUIP&VEH R&M SRV	19,894.01	.00	.00	.00	19,894.01	.00
2-1246-415-15-140-003-0-432	TAX OFF-EQUIP&VEH R&M SRV	6,500.00	.00	.00	.00	6,500.00	.00
2-1247-412-50-100-001-0-432	LAW LIBRARY-EQUIP&VEH R&M SRV	250.00	.00	.00	.00	250.00	.00
2-1254-412-00-270-014-0-432	HIDTA US JUSTICE-EQUIP&VEH R&M SRV	8,525.00	25.00	.00	.00	8,500.00	.29
2-1281-412-00-080-012-2-432	CJD-BPI-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
2-1283-414-00-130-016-8-432	HAVA PROGRAM INCOME-EQUIP&VEH R&M SRV	18,600.00	18,600.00	.00	.00	.00	100.00
2-1284-421-00-280-037-2-432	OCDETF-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
2-1284-421-00-280-047-3-432	OPERATION STONEGARDEN-EQUIP&VEH R&M SRV	32.84	.00	.00	.00	32.84	.00
2-1284-421-00-280-072-2-432	STONEGARDEN (MERCEDES)-EQUIP&VEH R&M SRV	2,800.00	.00	.00	.00	2,800.00	.00
2-1284-421-00-280-072-3-432	STONEGARDEN (MERCEDES)-EQUIP&VEH R&M SRV	2,900.00	.00	.00	.00	2,900.00	.00
2-1284-421-00-280-076-2-432	STONEGARDEN (SAN JUAN)-EQUIP&VEH R&M SRV	205.00	.00	.00	.00	205.00	.00
2-1284-421-00-280-076-3-432	STONEGARDEN (SAN JUAN)-EQUIP&VEH R&M SRV	700.00	.00	.00	.00	700.00	.00
2-1284-421-00-280-084-2-432	OCDETF-SW-TXS-811-EQUIP&VEH R&M SRV	102.00	102.00	.00	.00	.00	100.00
2-1284-423-00-280-042-1-432	SCAAP-EQUIP&VEH R&M SRV	316.00	.00	316.00	316.00	.00	100.00
2-1291-412-00-270-003-0-432	HIDTA TASK FORCE-EQUIP&VEH R&M SRV	1,855.34	226.70	1,367.10	1,367.10	261.54	85.90
2-1291-412-00-270-003-1-432	HIDTA TASK FORCE-EQUIP&VEH R&M SRV	14,858.91	2,857.21	569.29	569.29	11,432.41	23.06
2-1292-441-00-350-001-1-432	WIC ADM-EQUIP&VEH R&M SRV	.00	25.00	.00	.00	-25.00	.00
2-1292-441-00-350-001-2-432	WIC ADM-EQUIP&VEH R&M SRV	26,955.62	5,075.54	3,345.45	3,345.45	18,534.63	31.24

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1293-441-10-340-013-2-432	CPH BIO PREP-EQUIP&VEH R&M SRV	944.00	.00	.00	.00	944.00	.00
2-1295-423-00-330-028-0-432	WESL B/C-EQUIP&VEH R&M SRV	15,000.00	4,949.49	.00	.00	10,050.51	33.00
2-1297-423-00-320-002-2-432	BASIC SUPERVISION-EQUIP&VEH R&M SRV	10,439.30	3,404.65	3,871.72	3,871.72	3,162.93	69.70
2-1297-423-00-320-020-2-432	SATF-EQUIP&VEH R&M SRV	5,697.28	3,181.57	14.50	14.50	2,501.21	56.10
2-2202-419-50-115-065-0-432	DBM-W/C DIV-EQUIP&VEH R&M SRV	2,961.72	2,169.97	.00	.00	791.75	73.27

AI-31049 **23. B. 1.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct 1 - Hauling Services for all Road Materials - RFB No. 2012-018-01-04-YZV.

BACKGROUND

Recommended vendor: Universal Truckers, Inc.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Funds available as of 3/1/12 $43,924.57.

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Funds available as of 3/1/12 $810,295.68.

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-121-085-0-731

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

BUDGETARY IMPACT:

Funds available as of 3/1/12 $64,998.04.

Attachments

Acceptance Sheet-Participation Log

Precinct Recommendation-Tabulation Sheet

Legals Contract OK

Contract-2012-018

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/23/2012 01:23 PM
Budget & Management	Merlen P. Munoz	02/23/2012 02:19 PM
Erika Zamora	Erika Zamora	03/01/2012 04:20 PM

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT No. 1

BID OPENING DATE: JANUARY -04, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "HAULING SERVICES FOR ALL ROAD MATERIALS"

BID NO: 2012-018-01-04-YZV

NO	Name of Company	ADDENDUM 1	Acknowledgement of Receipt
1	Roy's Hauling Services, INC	√	√
2	Universal Truckers, INC.	√	√
3			
4			
5			
6			
7			
8			
9			
10			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: January 04, 2012 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY PRECINCT NO 1- HAULING SERVFICES FOR ALL ROAD MATERIALS"

BID NO.: 2012-018-01-04-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. ROY'S HAULING SERVICE, INC. Attn: Roy Balderas Jr.	BLM	rbalde1008@ao.com royshauling@aol.com YZV	12/13/11	P.O. BOX 1896 EDINBURG, TX 78540 office-956-383-2206 fax-956-383-2569 mobile-956-239-2359
2. UNIVERSAL TRUCKERS INC. Attn: Bernardo Saenz	BLM	Bernardosaenz95@yahoo.com YZV	12/13/11	1052 Esperanza St. Alamo, Tx 78516
3. Prime Vendor INC. Attn: Erika Russ	EM	Bids17@prime-vendor.com YZV	12/13/11	4622 Cedar Avenue, Ste 123 Wilmington, North Carolina 28403-4429 Tel: 800-746-9554 Fax: 800-746-8307
4.				
5.				
6.				
7.				
8.				

***VIA:**
IN PERSON (IP)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)
TELEPHONE REQUEST (TR)
E-MAIL (EM)

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Honorable Joel Quintanilla
H.C. Commissioner Pct. 1
Attn: Noe Montez

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer II

Date: February 2, 2012

Re: **REQUEST FOR RECOMMENDATION for: RFB-2012-018-01-04-YZV -"HAULING SERVICES FOR ALL ROAD MATERIALS**

We received two (2) responses to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, February 08, 2012 @ 3:00 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#: 2-1200-431-00-121-025-0-346
2-1342-431-00-121-025-0-731

Recommendations/Concerns:

Recommending Universal for all Hauling Services for all Road Materials.

If you should have any questions or need additional information please let me know.

	Noe Montez	2-7-12
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

BID TABULATION

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2012-018-01-04-YZV

LOCATION OF PLANT		RADIUS	PARTICIPATING VENDORS								
			ROY'S HAULING SERVICES INC. Edinburg, Tx			RADIOUS	UNIVERSAL TRUCKERS, INC. Alamo, Tx		
			Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost		Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost
(FRONTERA MATERIALS) **COLD MIX**	**LA JOYA PLANT**	01-10 miles	NO BID			01-10 miles	**$9.24**	**20%**	**$ 1.84**
		11-20 miles				11-20 miles			
		21-30 miles				21-30 miles			
		31-40 miles				31-40 miles	**$11.22**	**20%**	**$ 2.24**
		41-50 miles				41-50 miles			
		51-60 miles				51-60 miles			
		61-70 miles				61-70 miles			
		71-100 miles				71-100 miles			
(FRONTERA MATERIALS) **Type D -Hot Mix-Gravel** **Type D- Hot Mix-Limestone**	**PROGRESO PLANT AND/OR LA JOYA PLANT**	01-10 miles	NO BID			01-10 miles	**$9.24**	**20%**	**$ 1.84**
		11-20 miles				11-20 miles			
		21-30 miles				21-30 miles			
		31-40 miles				31-40 miles	**$11.22**	**20%**	**$2.24**
		41-50 miles				41-50 miles			
		51-60 miles				51-60 miles			
		61-70 miles				61-70 miles			
		71-100 miles				71-100 miles			
(MARTIN MARIETTA) **Crushed Caliche-**	**2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx**	01-10 miles	$ 7.90	75%	$ 5.93	01-10 miles	**$ 7.05**	**20%**	**$ 1.41**
		11-20 miles	$ 8.05	75%	$ 6.04	11-20 miles			
		21-30 miles	$ 9.85	75%	$ 7.39	21-30 miles	**$ 9.24**	**20 %**	**$1.84**
		31-40 miles	$ 11.90	75%	$8.93	31-40 miles			
		41-50 miles	$ 12.05	75%	$ 9.04	41-50 miles	**$11.22**	**20%**	**$ 2.24**
		51-60 miles	$ 12.20	75%	$ 9.15	51-60 miles			
		61-70 miles	$ 12.50	75%	$ 9.38	61-70 miles			
		71-100 miles	$13.00	75%	$9.75	71-100 miles			

From: Martha Salazar
To: "Evangelina Garcia"; "Yolanda Velasquez"
Subject: FW: Contract #C-12-018-03-06-Univeral Truckers for Hauling Services For All Road Materials for Precinct One
Date: Thursday, February 16, 2012 3:43:13 PM
Importance: High

WAY TO GO GIRLS!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 16, 2012 3:29 PM
To: 'Martha Salazar'
Subject: RE: Contract #C-12-018-03-06-Univeral Truckers for Hauling Services For All Road Materials for Precinct One


The Universal Truckers contract is fine.


From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 16, 2012 3:04 PM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'; 'Yolanda Velasquez'
Subject: FW: Contract #C-12-018-03-06-Univeral Truckers for Hauling Services For All Road Materials for Precinct One
Importance: High

Mr. Crain:
Please review, correct and comment as to form. We are ready to place on CC agenda for award of bid and approval of contract.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, February 16, 2012 2:46 PM
To: 'Martha Salazar'
Subject: Contract #C-12-018-03-06-Univeral Truckers for Hauling Services For All Road Materials for Precinct One

Marty:
Attached for legal review as to form so as to proceed with an agenda item.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-018-03-06

THIS CONTRACT is made and entered into this **6th Day** of **March, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Universal Truckers Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials** for **Precinct No.1",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2012** and ending on **April 28, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall

have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Universal Truckers, Inc.** **Attn: Bernardo Saenz, Jr.** **P.O. Box 653** **Alamo, Texas 78516**

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. 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 without cause by County with thirty day's written

notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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.

18. 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 ninety (90) 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).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2011

RE: Hidalgo County-Precinct 1
Request for Bids – "Hauling Services for All Road Materials"
Bid Nº 2011-018-01-04-YZV

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

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

"HAULING SERVICES FOR ALL ROAD MATERIALS FOR HIDALGO COUNTY PRECINCT 1"

Bid No: 2012-018-01-04-YZV

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 4 page.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Certification Regarding Debarment 1 pages.**
9. **Draft Service Contract 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 by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

12-12-2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2012-018-01-04	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 1

"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID OPENING DATE

JANUARY 04, 2012

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 **Hidalgo County Precinct 1 –HAULING SERVICES FOR ALL ROAD MATERIALS** 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-2012-018-01-04-YZV "HAULING SERVICES FOR ALL ROAD MATERIALS"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 04, 2012. 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-2012-018-01-04-YZV-RFB-"HAULING SERVICES FOR ALL ROAD MATERIALS-HIDALGO COUNTY PRECINCT 1".** 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 - **"HAULING SERVICES FOR ALL ROAD MATERIAL-HIDALGO COUNTY PRECINCT 1"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
TEL: (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	**JANUARY 04, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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 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 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

"HAULING SERVICES FOR ALL ROAD MATERIALS HIDALGO COUNTY PRECINCT 1"

BID NO.: 2012-018-01-04-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: _____

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2012-018-01-04-YZV
SPECIFICATIONS/REQUIREMENTS

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 1 - and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso and La Joya Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso and La Joya Plant)
   - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.

2) Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

3) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

4) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".

5) Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

6) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project.

Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

7) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

8) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

9) 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 (30) day's written notice prior to cancellation.

10) After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11) 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.

12) Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an **"As Needed Basis".**

13) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

14) 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.

15) **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:

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2012-018-01-04-YZV
SPECIFICATIONS/REQUIREMENTS

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor 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.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written

notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

16) **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, Attn: Yolanda Velasquez, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO yolanda.velasquez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, December 21, 2011 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than WEDNESDAY, December 28, 2011 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2012-018-01-04-YZV

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYAPLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$

Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone Nº_____Fax Nº_____Cell Nº_____

Email address:_____

Authorized Signature:_____

Printed Name:_____

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2012-018-01-04-YZV

PART II.

Bid Price Adjustment By Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **Month 00, 2012**. For each 10% (increase or decrease) in the current OPIS Index of **Month 00, 2012** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____
Signature of Vendor Date

_____
Print Name of Vendor

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 THER 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 (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – 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 ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	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	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	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

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____ Day of_____, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials** for **Precinct No.1",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

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otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2012** and ending on **April 28, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

DRAFT

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

DRAFT

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
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

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. 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

DRAFT

written notice by County.

16. 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.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2012-018-01-04-YZV

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$ $9.24	20 %	$ $1.84
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$ $11.22	20 %	$ $2.24
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYAPLANT	01-10 miles	$	%	$
		11-20 miles	$ $9.24	20 %	$ $1.84
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$ $11.22	20 %	$
		51-60 miles	$	%	$ $2.24
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$ $7.05	20 %	$ $1.41
		11-20 miles	$	%	$
		21-30 miles	$ $9.24	20 %	$ $1.84
		31-40 miles	$	%	$
		41-50 miles	$ $11.22	20 %	$
		51-60 miles	$	%	$ $2.24
		61-70 miles	$	%	$
		71-100 miles	$	%	$

Bidder/Company Name: UNIVERSAL TRUCKERS INC.
Address: P.O. BOX 653
City/State/Zip Code: ALAMO TX
Phone №(956) 782-4939 Fax №(956) 787-1462 Cell №(956) 650-0673
Email address: bernardo saenz 95 @ yahoo.com

Authorized Signature:
Printed Name: BERNARDO SAENZ JR.

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

11-28-2011

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577
(956) 787-9784 FAX (956) 787-7345

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
Universal Truckers Inc
P.O. Box 653
Alamo Tx 78516

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Hallmark County Ins Co.	
INSURER B Dallas Natl Ins. Co	
INSURER C Texas Mutual Ins.co	
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	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	BDGL-503166	11-28-11	11-28-12	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 $ 100,000 $ 5,000 $1,000,000 $1,000,000 $1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	TXA-503262	5-19-11	5-19-12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0001126798-01	11-10-11	11-10-12	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	500,000 $ 100,000 $ 100,000 $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1998 FRHT 747826 1997 FRHT 704999 1999 INTL 042968
1998 FRHT A00351 1999 FRHT A06750 1998 FRHT 896863
1995 FRHT 598016 1999 FRHT A24186 1999 FRHT A00773
1999 FRHT A58305 1999 FRHT A00798 1998 FRHT 972696
1998 FRHT 972928 ANY ATTACHED TRAILER

CERTIFICATE HOLDER

Hidalgo County
Att: Purchasing Dept

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

Heriberto Campos

ACORD 25 (2001/08)

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EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2012-018-01-04-YZV

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
06	1998/VOLVO	4V67DEPG6WN747026	2CC349	25	OWNED
02	1997/FRHT	1FUYSSEB2VP704999	2CA733	25	OWNED
60	1999/INTL	2HSFHAMR9XC042968	2CA738	25	OWNED
30	1998/FRHT	1FUYSZYB2WLA00351	2CS039	25	OWNED
110	1999/FRHT	1FUPCDYB6XLA06750	2CA707	25	OWNED
157	1998/FRHT	1FUYSSEB3WL896863	2CA702	25	OWNED
156	1995/FRHT	1FUYDZYB15H598016	2CN402	25	OWNED
44	1999/FRHT	1FUYSZYBXXLA24186	2CS902	25	OWNED
187	1999/FRHT	1FUYSZYBAXLA00773	2CS907	25	OWNED
71	1999/FRHT	1FUYSZYB8XLA58305	2CS906	25	OWNED
03	1999/FRHT	1FUYSZYB9XLA00798	2CS904	25	OWNED
180	1998/FRHT	1FUYSZYB1WL972696	2CS899	25	OWNED
36	1998/FRHT	1FUYSZYB7WL972928	2CS903	25	OWNED

AI-31237 **23. C. 1.**

CC REGULAR

Meeting Date: 03/06/2012

Department Head: Yoli Cisneors

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Construction Change Order No. 4 increase in the amount of additional (7) calendar days with awarded contractor, Mission Paving Company, for "Tower Road Phase I Project", unable to work due to inclement weather days, with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #662859 available balance in the amount of $148,480.90 as of 2/27/2012

Attachments

CO #4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:17 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:52 PM
Auditor's Office	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Yolanda Cisneros Started On: 02/27/2012 05:00 PM

Final Approval Date: 03/02/2012

CHANGE ORDER NUMBER FOUR (4)

Project: **TOWER ROAD PHASE 1 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 3/6/2012 EFFECTIVE DATE: 3/6/2012

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-11-044B-06-28

CONTRACTOR: Mission Paving Company, Inc.
P.O. Box 949
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidalgo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Reason for Change Order:
1. Contract Time Extension
2.
3.
4.
5.
6.
7

Description:
1. Inclement weather days (7 days)
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 225,690.90		Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 21,468.75		Net Change from previous Change Orders 57 calendar days
Contract Price prior to this Change Order $ 247,159.65		Contract Time prior to this Change Order Substantial Completion: 147 calendar days or dates
Net Increase(decrease) of this Change Order $ -		Net Increase(decrease) of this Change Order 7 calendar days
Contract Price with all approved Change Orders $ 247,159.65	Net % increase(decrease)from original contract price. 9.51%	Contract Time with all approved Change Orders Substantial Completion: 154 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 02/27/12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 2-24-12

Exhibit E-B

MISSION PAVING COMPANY, INC.

The Finest in Asphalt and Concrete Paving
Established 1948

STREETS : SUBDIVISIONS : PARKING LOTS : TRAILER PARKS : INDUSTRIAL AREAS

P.O. Box 949
MISSION, TEXAS 78573-0949

TELEPHONE (956) 585-4811
VALLEY WIDE 1-800-585-4811
FAX (956) 585-1616

Hidalgo County
C/o: Mr. Raul E. Sesin, P.E.
1304 S. 25th Street
Edinburg, Texas 78539

February 23, 2012

RE: Request for Contract Time Extension
Tower Road Phase I Road & Drainage Improvements
Project # C-11-044B-06-2B

Dear Mr. Sesin,

Please accept this as Mission Paving Co., Inc. formal request for contract time to be suspended on the above referenced project affective February 22, 2012. Work has been stopped due to North Alamo Water Supply 3" waterline in conflict with storm drainage placement. We would like contract time suspended until utility company has relocated the waterline and we have clearance to proceed.
We also request that the number of calendar days accumulated due to the delay be added to our current contract time.
We also request that Mission Paving be given credit 7 calendar days on the above referenced project due to work being halted due to rain and wet conditions beyond our control. The rain event took place during the month of February, 2012 and the following calendar day's, with in that time period are as follows.

Tuesday the 7th, Wednesday the 8th, Thursday the 9th, Friday the 10th, Saturday the 11th, Sunday the 12th and Monday the 13th.

Thank you for your consideration concerning time suspension & contract time being extended.

Please call if you have any questions.

Thank you,

Sam Vaughn, Sales Representative
Mission Paving Company, Inc.

PLANNING DEPARTMENT
COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

LETTER OF TRANSMITTAL

TO: YOLI CISNEROS, ADMINISTRATIVE ASST. II, HC PCT. NO. 2 DATE: 02-27-12

FROM: NORA D. CAVAZOS, ADMINISTRATIVE ASST. III

RE: TOWER RD PHASE I ROAD & DRAINAGE IMPROVEMENTS (MISSION PAVING COMPANY)

WE ARE SENDING YOU: ☐ VIA MAIL ☒ VIA COURIER TOTAL NUMBER OF DOCUMENTS: 1

ITEM NO.	DESCRIPTION
1	CHANGE ORDER NO. 4
2	REQUEST FOR CONTRACT TIME EXTENSION

☒ FOR APPROVAL ☐ FOR YOUR USE ☐ AS REQUESTED ☐ FOR REVIEW AND COMMENTS
☐ PRINTS/PLANS RETURNED AFTER LOAN TO US

OTHER:

REMARKS:

RECEIVED
FEB 27 2012
BY:

RECEIVED BY: Yolanda Cisneros DATE: 2/27/2012

PLEASE NOTIFY US AT ONCE IF ENCLOSURES ARE NOT AS NOTED

AI-31255 **23. D. 1.**

CC REGULAR

Meeting Date: 03/06/2012

Department: PURCHASING DEPT.

Information

CAPTION

a. Discussion, consideration, and approval of Amendment No. 3 with Texas Conference of Urban Counties to extend term and revise anticipated payment schedule for Fiscal Year 2012 for the integration of the Justice System Court Administration System.

b. Requesting approval to execute an End User and Professional Service License Agreement with Tyler Technologies, Inc. to include additional software modules related to secure public access.

c. Requesting approval to execute an Amended and Restated Implementation Plan for Phase 1 and Phase 2 with Tyler Technologies, Inc. to proceed with the completion of the project within the original budgets.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1302-412-00-200-009-0-747

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

BUDGETARY IMPACT:

PO #'s 631084 & 631083 will be liquidated.

Attachments

Amendment and Agreement Documents

LEGAL APPROVAL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/29/2012 04:13 PM
Budget & Management	Merlen P. Munoz	03/01/2012 08:05 AM
Auditor's Office	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Rocio Villarreal Started On: 02/28/2012 01:42 PM

Final Approval Date: 03/02/2012

TEXAS Conference of
Urban Counties

Chairman
Commissioner
Eddie Arnold
Jefferson County

Chair Elect
Commissioner
Bobbie Mitchell
Denton County

Immediate Past Chair
Commissioner
Mike Cantrell
Dallas County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

February 9, 2012

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

Re: **Approval of Changes to the Agreements with the Texas Conference of Urban Counties and Tyler Technologies for Continuation of the Hidalgo County Common Integrated Justice System Project**

Dear Judge Garcia,

In July 2007, Hidalgo County entered into agreement with the Texas Conference of Urban Counties to participate in the Common Integrated Justice System (CIJS) justice system project. In July 2008, the agreement was amended to initiate the first phase of the project, the implementation of Civil Courts. In March 2009, the County approved the initiation of the second phase of the project, the implementation of the Criminal Justice modules, including Criminal Courts, Prosecution and Sheriff.

The following items are attached to this letter:

1) Amendment No. 3 to the Resource Sharing Addendum, including Attachment A, Financial Plan;

2) The End User and Professional Services License Agreement with Tyler Technologies;

3) Hidalgo County Amended and Restated Implementation Plan- Phase 1;

4) Hidalgo County Phase 1 Implementation Plan;

5) Hidalgo County Amended and Restated Implementation Plan- Phase 2;

6) Hidalgo County Phase 2 Implementation Plan.

In order to continue moving forward with the integrated justice project under the Urban Counties' TechShare Program, the Urban Counties requests the Hidalgo County Commissioners Court's approval of the following:

1) Amendment No. 3, including Attachment A, to the TechShare Resource Sharing Addendum to authorized continuation of the project through 2012 and to recognize the county's decision to add software modules related to secure public access to the project.

2) The End User and Professional Services License Agreement with Tyler Technologies necessary to make available the additional software modules related to secure public access.

3) Amendments to the Implementation Plans for the first and second phases of the project, respectively, in order to complete the phases within the original budgets approved by the Hidalgo County Commissioners Court.

Upon approval, please execute 3 originals of each of the following:

a) Amendment No. 3, including Attachment A, to the Resource Sharing Addendum;

b) End User License and Professional Services Agreement with Tyler Technologies; and

c) Amendments to the Implementation Plans for phase 1, Civil Courts and phase 2, Integrated Criminal Justice, authorizing the project to move forward within the original approved budget.

One original copy of each document should be returned to the Urban Counties and to Tyler Technologies, and one original copy retained for the County's official records.

Should you have any questions or wish to discuss the matter further, please don't hesitate to contact our office at 512.476.6174.

Sincerely,



Charles Gray
TechShare Program Manager

AMENDMENT NO. 3 ("Amendment 3")
TO TECHSHARE RESOURCE SHARING ADDENDUM COMMON INTEGRATED JUSTICE SYSTEM (CIJS) COURT ADMINISTRATION SYSTEM

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Hidalgo, Texas ("Hidalgo County") and became effective on July 1, 2008 and executed by all parties July 9, 2008 as follows:

1) The term of the addendum is extended to December 31, 2012.

2) Attachment A of the Addendum is amended by replacing the "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010" with the revised attached "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2012."

3) Except as set forth herein, all provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this _____ day of _____, 20_____.

COUNTY OF HIDALGO

_____
By: County Judge

Approved as to form:

Name:_____

Title:_____

Date:_____

TEXAS CONFERENCE OF URBAN COUNTIES

_____
By: Executive Director

Attachment A – Financial Plan

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2012:

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software License and Maintenance, Enterprise Modifications and contract Administration and Quality Assurance for Fiscal Year 2012. The schedules are updated at the beginning of each Fiscal Year and presented to the Commissioners Court for approval.

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies in accordance with the License Participation Agreement, the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan(s), as amended.

			Amount	Estimated Payment Date
Court and District Attorney Software				
License Fees				
Enterprise Custom Reporting Payment 1			$ 19,500	March, 2012
Public Access Online Docs Payment 1			$ 8,000	March, 2012
Public Access Agency Secure Payment 1			$ 3,500	March, 2012
Enterprise Custom Reporting Payment 2			$ 19,500	May, 2012
Public Access Online Docs Payment 2			$ 8,000	May, 2012
Public Access Agency Secure Payment 2			$ 3,500	May, 2012
Maintenance Fees	**Annual Amount**	**Prorated Percentage**	**Prorated Amount**	
Court Administration- Civil	$ 126,750	2/3	$ 84,500	May, 2012
Enterprise Custom Reporting	$ 8,190	2/3	$ 5,460	May, 2012
Public Access Online Docs	$ 3,360	2/3	$ 2,240	May, 2012
Public Access Agency Secure	$ 1,470	2/3	$ 980	May, 2012
		*8 months out of 12		
CUC Texas County Enterprise Mods				
50% Hidalgo County Cost (remaining $50,544 to be added to January 2013 allocation)			$ 50,544	April, 2012
CUC Oversight				
Contract Administration			$ 19,013	April, 2012
Fiscal Year 2012			**$ 224,737**	

Note: Annual Maintenance is prorated for the calendar year based on the actual "go live" date. For purpose of this Amendment, the anticipated "go live" date is April 2, 2012. If the actual "go live" is later than April 30, 2012, the Annual Maintenance payments will be reduced from the amount specified in this Amendment, based on the number of months remaining in the calendar year.

End User License Agreement and Professional Services Agreement

This End User License Agreement and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Hidalgo County, Texas (the "End User").

Background

WHEREAS, the Texas Conference of Urban Counties (the "CUC") has previously published a Request for Proposal that defines the CUC's requirements for certain judicial administration software and Tyler responded with a Proposal that met the CUC's requirements; and thereafter the CUC and Tyler entered into a contract (the "CUC Master Agreement") which defines the terms and conditions whereby Tyler will provide to End Users certain licenses, professional services, and maintenance and support services; and

WHEREAS, End User is authorized to procure the Licensed Property and services under the CUC Master Agreement; and

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and End User shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

C. The Implementation Plan for the Licensed Software indicated on Schedule 1 shall result in the activation or delivery of such Licensed Software within ninety (90) days of the Effective Date.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.		**END USER**	
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____

(Schedule 1)
Investment Summary

Software & Services		Maintenance & Support	
Software Licenses	**License Fees**	**Support Type**	**Annual M&S Fees**
Licensed Software			
Enterprise Custom Reporting	$39,000	Standard	$8,190
Public Access Online Documents	$16,000	Standard	$3,360
Public Access Agency Secure	$7,000	Standard	$1,470

Professional Services

T&M Services	Rate	Hours	Cost
Deployment	149.00	16	$2,384
Setup, Config, & Consulting	149.00	16	$2,384
Training	138.00	32	$4,416

Embedded Third Party Software

None

Total License Fees	$	62,000
T&M Services	$	9,184
Subtotal	$	71,184
Estimated Travel Expenses	$	1,300
Total Contract Price	$	72,484

Maintenance & Support Fees:
$13,020

Maintenance Effective Date:
4/2/2012

(Exhibit A)

Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean End User and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 4.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and End User.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that End User has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.

2. IMPLEMENTATION PLAN; NOTICE TO PROCEED

2.1. Project Framework. This Agreement sets forth the terms whereby Tyler shall provide to the End User, and the End User shall acquire from the Tyler, the following (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee; (b) certain implementation, installation, testing, and training services related to the Licensed Software for the T&M fees set forth in the Investment Summary; and (c) certain maintenance and support services.

2.2. [Reserved]

3. TITLE AND LICENSE

3.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 4, Tyler hereby grants to End User a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for End User's internal administration, operation, and/or conduct of

End User's business operations by an unlimited number of users employed by End User on an unlimited number of computers and/or computer stations utilized by End User. Upon End User's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

3.2. Restrictions. Unless otherwise expressly set forth in this Agreement, End User shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent End User employs contractors, subcontractors, or other third parties to assist in the Project, End User shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

3.3. Copies. End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4. Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to End User any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. End User shall be responsible for procuring and paying for all Third Person Software.

3.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in End User any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 10.

(c) All End User data shall remain the property of End User. Tyler shall not use End User data other than in connection with providing the services pursuant to this Agreement.

3.6. End User Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by End User Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

4. FEES AND INVOICING

4.1. License Fee. End User shall pay the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Contract Execution	50%
May 1, 2012	50%

Invoices shall be sent to End User upon each Payment Event, which shall be paid in accordance with Section 4.4 and Section 4.5.

4.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by End User in accordance with Section 4.4.

4.3. Expenses. End User shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 4.4. All such costs, payments, and reimbursements shall be subject to the same terms, and in no greater amount, than provided by the lesser of Tyler's internal travel reimbursement policy or the End User's written travel reimbursement policy provided that End User provides Tyler with a copy of such policy in advance of any required travel.

4.4. Invoice and Payment for Implementation Services. Tyler shall invoice End User for implementation services and associated expenses billed on a T&M basis herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, End User shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus one percent (1%) per annum or the highest rate allowed by governing law, whichever is less.

4.5. Invoice and Payment of License Fees and Maintenance and Support Fees. License Fees and Maintenance and Support Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for License Fees and Maintenance and Support Fees incurred by the End User in accordance with the terms of the CUC Master Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial License Fee and/or Maintenance and Support Fee due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing End User and collecting payments from End User with respect to the License Fees and Maintenance and Support Fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees from End User, remit to Tyler all License Fees and Maintenance and Support Fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and End User, to invoice End User directly for all future License Fees and Maintenance and Support Fees.

5. PROJECT IMPLEMENTATION

5.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for End User, including travel time by Tyler's personnel from Tyler's place of business to and from End User's place of business, and for which End User shall pay on a T&M basis. Additional services requested by End User which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

5.2. Office Space. End User shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

5.3. Third Person Hardware and Third Person Software. End User shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

5.4. Cooperation. End User acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of End User personnel. End User shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and

reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section19.15) or to the failure by End User personnel to provide such cooperation and assistance (either through action or omission).

6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

6.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to End User's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

6.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at End User's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the End User's Project Manager in writing after successful completion thereof.

7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

7.1. Verification Procedure. Upon installation of the Licensed Software in accordance with the timetables set forth in the Implementation Plan, Tyler shall perform its standard test procedures and shall certify to End User that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

7.2. Optional End User Validation. End User may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute End User's validation.

7.3. Results Final; Correction. Tyler's verification or End User's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, End User's right and remedy against Tyler shall be to require Tyler to correct the cause thereof or exercise its rights under Section 17.2. If End User has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

7.4. Operational Use. Notwithstanding anything to the contrary herein, End User's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or End User's validation of the software products, without exception and for all purposes.

7.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, End User shall be deemed to have "Final Acceptance" of the Licensed Software, this Agreement shall terminate (subject to Section 17.3 (Survival)), and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement.

8. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train End User in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide End User personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at End User's principal place of business or other site selected by End User. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train End User's employees or agents in a manner to provide basic end user training. End User shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

9. MAINTENANCE SERVICES

9.1. Maintenance and Support Agreement. Upon the commencement of Operational Use, Tyler shall provide End User with maintenance and support services for the Licensed Software, and End User shall pay the Maintenance and Support Fees.

9.2. Responsibilities of End User. In addition to the other responsibilities set forth herein, End User shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of End User's computer system, a secure Microsoft VPN connection for use by Tyler.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION

10.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that teh other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 10.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

10.2. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of the Texas Public Information Act, or other similar process) to disclose any Confidential and Proprietary Information of the other Party (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

11. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At End User's request, Tyler will add End User as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. End User will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

12.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to End User.

12.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

12.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

12.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

12.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, End User, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

12.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any End User property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 12 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY END USER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. INDEMNIFICATION

14.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against End User arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify End User against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of End User, its agents, contractors, subcontractors, or employees.

14.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Indemnified Parties that alleges that all or any part of the Licensed Property, in the form supplied, or modified by Tyler, or Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the Indemnified Party harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the Indemnified Party shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by the Indemnified Party, or any third party pursuant to the Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of End User to use the Licensed Property as intended.

15. TAXES

15.1. Tax Exempt Status. End User is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

16. INSURANCE

Tyler shall provide, upon the written request of End User (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and End User from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. End User shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

17. TERM, SUSPENSION, AND TERMINATION

17.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the sooner of: (a) Final Acceptance; or (b) the Agreement is terminated for Cause pursuant to Section 17.2.

17.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by End User to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section10; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 17.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 17.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

17.3. Survival. The following provisions shall survive after the Term of this Agreement: 1;3;10; 11; 13; 14; 15; 17; 18; and 19.

18. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by End User and Tyler's Vice President of Courts and Justice Systems Division assigned to End User's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to End User's chief executive officer or other individual reasonably designated by End User and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section **Error! Reference source not found.**.

19. MISCELLANEOUS

19.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

19.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of End User's Project Manager, which consent shall not be unreasonably withheld. The approval by End User of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

19.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

19.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

19.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. End User may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. End User shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to End User as a part of this Agreement. Tyler shall make such books and records available to End User during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at End User's sole expense.

19.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

19.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

19.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or

failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3.2 and 10 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

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(Exhibit B)

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, Tyler and End User have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, End User has acquired a license to Tyler's Licensed Software.

WHEREAS, End User desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby End User can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to End User, End User may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that End User documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-Essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of End User's remote locations; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by End User of the Licensed Software consistent with the license granted to End User.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. End User must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. End User shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. End User shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, End User-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which End User requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other End User Responsibilities. End User shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the End User is unable to establish and maintain an internal help desk, End User may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to End User's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that End User acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to End User's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide End User with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist End User in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide End User with technical support to assist End User with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the End User with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to End User regarding resolution of said non-defect failure(s); and

(c) providing End User with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.7. 24 X 7 Emergency Support. Tyler shall provide the End User with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

3.9. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to End User and either the immediately preceding Version Release or all Version Releases released to End User within the prior one (1) year, whichever is greater.

3.10. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in End User's state during such calendar year; to the extent additional programming services are required, such services shall be billed to End User at End User's contractual billing rates, or at Tyler's then current hourly rates if no contractual billing rates are in effect. Notwithstanding the foregoing, End User shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide End User with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to End User. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in End User's state with Legislative Change Support.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, End User may immediately escalate the issue to End User's Project Manager or Designee and Tyler's Director of Client Services. Tyler and End User will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If End User's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, End User may further escalate the issue to End User's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

4. ADDITIONAL SUPPORT SERVICES

End User may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to End User a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify End User of the occurrence of a new Version Release and shall provide End User with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by End User in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to End User at no additional cost. End User shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide End User with advanced notice of any mandated new Third Person Software

revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for End User to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. End User is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. End User is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at End User's expense. At the request of End User, Tyler shall participate with End User in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. End User shall pay the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees").

7.2. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees, remit to Tyler all maintenance and support fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7.3. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, End User shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.4. Maintenance on End User-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of End User-Specific Customer Enhancements requested by End User and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. End User will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting End User's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.5. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which End User does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by End User at the End of a Term. End User may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. End User may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by End User during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by End User for Cause. End User may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, End User shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which End User is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and End User shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then End User may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by End User under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, End User's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

[Remainder of this page intentionally left blank]

Amended and Restated Implementation Plan
Phase 1

WHEREAS, Tyler Technologies, Inc (hereinafter "Tyler") and the Texas Conference of Urban Counties (hereinafter "CUC") entered into a certain agreement whereby Tyler provides certain software and services relating to the CUC's Common Integrated Justice System (CIJS) Court Administration System project to CUC participating members

WHEREAS, in July 2007 Hidalgo County, Texas (hereinafter "Hidalgo") entered into an agreement with the CUC whereby Hidalgo became entitled to participate in the CIJS project administered by the CUC (hereinafter "the Agreement"); and

WHEREAS, on July 1, 2008 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the first phase of an anticipated multi-phase project which contained an Implementation Plan for phase 1 implementation (hereinafter "the Phase 1 Implementation Plan"); and

WHEREAS, the Phase 1 Implementation Plan contained a financial plan allocating the costs for various components of the phase 1 implementation project such as software, professional services and expenses; and

WHEREAs, on March 2, 2009 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the second phase of an anticipated multi-phase project which contained an Implementation Plan for phase 2 implementation (hereinafter "the Phase 2 Implementation Plan"); and

WHEREAS, as of this date both phase 1 and phase 2 implementation projects remain incomplete and the Parties hereto desire to reallocate the costs for the implementation project between phase 1 and phase 2 to allow for Hidalgo to continue with implementation efforts;

NOW THEREFORE, the parties hereto do mutually agree and represent as follows:

The attached Amended and Restated Implementation Plan provides a statement of cost allocation for the phase 1 implementation project as adjusted based upon the Parties agreement and understanding of the reallocation of the costs between phase 1 and phase 2 implementations.

The parties have simultaneously executed an Amended and Restated Implementation Plan agreement substantially similar to this Agreement containing corresponding adjustments to the Phase 2 Implementation Plan.

The parties further agree that the attached Amended and Restated Implementation Plan is intended to completely replace and supplant the Phase 1 Implementation Plan of July 1, 2008 and represents the restated Implementation Plan to which the parties agree to adhere. The parties understand and agree that neither shall be bound by or have any obligation to comply with, the Phase 1 Implementation Plan dated July 1, 2008 which shall be deemed wholly replaced.

To the extent any prior Term of the original agreements providing for implementation may have lapsed due to inactivity or by definition, such Term is hereby extended by agreement of the parties until to allow for continued implementation.

The parties represent and acknowledge that sufficient and adequate consideration exists to support the mutual covenants and commitments described herein and that to the extent applicable, each shall be bound hereby.

By execution of this Agreement by Hidalgo, this Agreement shall serve as Notice to Proceed under Section 4 of the original License Participation Agreement (not attached) approved by the Commissioners Court on July 24, 2007 with regard to the Amended and Restated Implementation Plan.

Dated this ____ day of February, 2012.

Hidalgo County, TX

_____

Name: _____

Title: _____

Tyler Technologies, Inc.

_____

Name: _____

Title: _____

Hidalgo Implementation Plan - Phase I Civil

Implementation Plan

Texas Conference of Urban Counties

tylerworks.
Tyler Technologies, Inc.
6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsg.com

Participating Member County : Hidalgo Phase I Civil

Budget Letter Date: **N/A**
Last Updated: **2/15/2012**

Tyler Technologies Contact: Steve Moerbe
Accounts Manager
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
Steve.Moerbe@TylerTech.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Duration
CUC Enterprise Products: 5 Months

Additional Products: Months
Total: 5 Months

Project Management dedication: 75%

Number of Interfaces: 0

Data Conversion Approach: Approach 1 - Standard conversion of TSG UNIX products

Training Approach: Tyler to perform direct training to end-users

Travel Allowance Assumptions 3 days/trip. 503 est. days onsite.
168 est. trips.

Overnight hotel required? **Yes**
Air travel required? **Yes**

Software Licenses

		License Fee
CUC Enterprise License		
Case Management		
Probate & Mental Health	Yes	Included In CUC Enterprise License
Civil & Family	Yes	
Criminal	Yes	
Justice of the Peace	Yes	
Prosecutor	Yes	
Additional Products - County License		
Jail Management	Yes	
Law Enforcement/RMS	Yes	included
Community Supervision	Yes	
Hot Checks	Yes	
Total - Local County Licenses		-

Implementation Services

		Original Hours	Adjusted Hours	Original Cost	Adjusted Cost
	Summary				
1	Project Management	1,557	1,690	141,955	245,050
2	Implementation Plan		120	17,400	17,400
3	Customization	2,000	154	132,210	20,020
4	Interfaces*	450	-	58,500	-
5	Fit Analysis	104	127	15,080	16,510
6	Data Conversion	160	685	25,480	89,050
7	Configuration & Consulting	360	1,181	52,000	153,530
8	Training	360	1,720	44,775	67,000
9	Go-Live Assistance	240	400	30,000	50,000
	Other Services				
	Services Totals	**5,231**	**6,077**	**517,400**	**658,560**
				-	
	Travel Allowance Budget		prev	59,000	131,467

Total Software License & Implementation Services **Original** **576,400**
Total Software License & Implementation Services **Adjusted** **790,027**

Hidalgo Implementation Plan - Phase I Civil

Implementation Plan- Services Detail

tyler works.

Hidalgo County Phase I

	Rate	Original Hours	Original Cost	Adjusted Hours	Adjusted Cost
CUC Products					
Project Management	145	979	141,955	1,690	245,050
Implementation Plan	145	120	17,400	120	17,400
Customization	130	1,017	132,210	154	20,020
Interfaces*	130	450	58,500		-
Courts					
Probate & Mental Health (CC)		**Hours**	**Cost**	**Adjusted**	
Fit Analysis	130	16	2,080	27	3,510
Data Conversion	130	80	10,400	80	10,400
Interfaces	130	-	-		-
Configuration & Consulting	130	120	15,600	120	15,600
Training	125	118	14,775	118	14,750
Go-Live Assistance	125	80	10,000	80	10,000
Civil & Family (CC & DC)					
Fit Analysis	130	100	13,000	100	13,000
Data Conversion	130	116	15,080	605	78,650
Interfaces	130		-	-	-
Configuration & Consulting	130	280	36,400	1,061	137,930
Training	125	240	30,000	418	52,250
Go-Live Assistance	125	160	20,000	320	40,000
Criminal (CC & DC)					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training - CC	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Prosecutor					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Justice of the Peace					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Total Services - CUC Products		3,876	517,400	4,893	658,560

	Rate	Original Hours	Original Cost	Adjusted Hous	Adjusted Cost
Additional Products					
Project Management	145	-	-	-	-
Customization	130	-	-	-	-
Jail Management		**Hours**	**Cost**	**Adjusted**	
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Law Enforcement / RMS					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Probation					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Hot Checks					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Other/Additional Services					
Total Services - Additional Products		-	-	-	-

Hidalgo County Implementation Plan for Invoicing - Phase I and II

Updated 2/15/2012

	Rate	Total Hours	Amount	Hour Adjustment	Cost Adjustment	Adjusted Hours	Adjusted cost	Actual Hours through 1/31/2012	Actual Amount Through 1/31/2012
P1 - Civil, Family, Probate, LE Civil Papers									
Project Management	145	979	$141,955.00	711	$103,095.00	1,690	$245,050.00	1,388	$201,310.03
Implementation Plan	145	120	$17,400.00	0	$0.00	120	$17,400.00	120	$17,400.00
Customization	130	1,017	$132,210.00	(863)	($112,190.00)	154	$20,020.00	153	$19,922.50
Fit Analysis	130	116	$15,080.00	11	$1,430.00	127	$16,510.00	127	$16,445.00
Data Conversion	130	196	$25,480.00	489	$63,570.00	685	$89,050.00	545	$70,882.50
Interfaces	130	450	$58,500.00	(450)	($58,500.00)	0	$0.00		$0.00
Configuration & Consulting	130	400	$52,000.00	781	$101,530.00	1,181	$153,530.00	1,018	$132,275.00
Training	125	358	$44,775.00	178	$22,225.00	536	$67,000.00	96	$12,000.00
Go-Live Assistance	125	240	$30,000.00	160	$20,000.00	400	$50,000.00	40	$5,000.00
P1 - Services Total		**3,876**	**$517,400.00**		**$141,160.00**	**4,893**	**$658,560.00**	**3,487**	**$475,235.03**
P2 - Criminal, Prosecutor, Hot Checks, Probate									
Project Management	145	1,824	$264,480.00	(528)	($76,582.00)	1,296	$187,898.00	24	$3,407.50
Implementation Plan	145	16	$2,320.00	0	$0.00	16	$2,320.00	0	$0.00
Customization	130	3,225	$419,250.00	(448)	($58,240.00)	2,777	$361,010.00	163	$21,125.00
Fit Analysis	130	296	$38,480.00	0	$0.00	296	$38,480.00	9	$1,137.50
Data Conversion	130	722	$93,860.00	0	$0.00	722	$93,860.00	0	$0.00
Interfaces	130	450	$58,500.00	0	$0.00	450	$58,500.00	0	$0.00
Configuration & Consulting	130	850	$110,500.00	0	$0.00	850	$110,500.00	15	$1,917.50
Training	125	971	$121,338.00	(51)	($6,338.00)	920	$115,000.00	9	$1,062.50
Go-Live Assistance	125	700	$87,500.00	0	$0.00	700	$87,500.00	0	$0.00
P2 - Services Total		**9,054**	**$1,196,228.00**		**($141,160.00)**	**8,027**	**$1,055,068.00**	**218**	**$28,650.00**
Total Services		**12,930**	**$1,713,628.00**			**12,920**	**$1,713,628.00**		
Travel Expense Estimate									
P1 - Civil, Family, Probate, LE Civil Papers			$59,000.00		$72,467.00		$131,467.00		$68,000.00
P2 - Criminal, Prosecutor, Hot Checks, Probate			$160,717.00		($72,467.00)		$88,250.00		$0.00
Travel Expense Estimate			**$219,717.00**				**$219,717.00**		**$68,000.00**
Services and Travel Total			**$1,933,345.00**				**$1,933,345.00**		**$68,000.00**

Amended and Restated Implementation Plan
Phase 2

WHEREAS, Tyler Technologies, Inc (hereinafter "Tyler") and the Texas Conference of Urban Counties (hereinafter "CUC") entered into a certain agreement whereby Tyler provides certain software and services relating to the CUC's Common Integrated Justice System (CIJS) Court Administration System project to CUC participating members

WHEREAS, in July 2007 Hidalgo County, Texas (hereinafter "Hidalgo") entered into an agreement with the CUC whereby Hidalgo became entitled to participate in the CIJS project administered by the CUC (hereinafter "the Agreement"); and

WHEREAS, on July 1, 2008 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the first phase of an anticipated multi-phase project which contained an Implementation Plan for phase 1 implementation (hereinafter "the Phase 1 Implementation Plan"); and

WHEREAS, the Phase 1 Implementation Plan contained a financial plan allocating the costs for various components of the phase 1 implementation project such as software, professional services and expenses; and

WHEREAs, on March 2, 2009 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the second phase of an anticipated multi-phase project which contained an Implementation Plan for phase 2 implementation (hereinafter "the Phase 2 Implementation Plan"); and

WHEREAS, the Phase 2 Implementation Plan contained a financial plan allocating the costs for various components of the phase 2 implementation project such as software, professional services and expenses; and

WHEREAS, at the time of execution of the Notice to Proceed related to the phase 2 implementation, phase 1 of the implementation project had not been completed and was then still underway; and

WHEREAS, as of this date both phase 1 and phase 2 implementation projects remain incomplete and the Parties hereto desire to reallocate the costs for the implementation project between phase 1 and phase 2 to allow for Hidalgo to continue with implementation efforts;

NOW THEREFORE, the parties hereto do mutually agree and represent as follows:

The attached Amended and Restated Implementation Plan provides a statement of cost allocation for the phase 2 implementation project as adjusted based upon the Parties agreement and understanding of the reallocation of the costs between phase 1 and phase 2 implementations.

The parties have simultaneously executed an Amended and Restated Implementation Plan agreement substantially similar to this Agreement containing corresponding adjustments to the Phase 1 Implementation Plan.

The parties further agree that the attached Amended and Restated Implementation Plan is intended to completely replace and supplant the Phase 2 Implementation Plan of March 2, 2009 and represents the restated Implementation Plan to which the parties agree to adhere. The parties understand and agree that neither shall be bound by or have any obligation to comply with, the Phase 1 Implementation Plan dated March 2, 2009 which shall be deemed wholly replaced.

To the extent any prior Term of the original agreements providing for implementation may have lapsed due to inactivity or by definition, such Term is hereby extended by agreement of the parties until to allow for continued implementation.

The parties represent and acknowledge that sufficient and adequate consideration exists to support the mutual covenants and commitments described herein and that to the extent applicable, each shall be bound hereby.

By execution of this Agreement by Hidalgo, this Agreement shall serve as Notice to Proceed under Section 4 of the original License Participation Agreement (not attached) approved by the Commissioners Court on July 24, 2007 with regard to the Amended and Restated Implementation Plan.

Dated this ____ day of February, 2012.

Hidalgo County, TX

_____

Name: _____

Title: _____

Tyler Technologies, Inc.

_____

Name: _____

Title: _____

Hidalgo Implementation Plan Phase II - ICJ

Implementation Plan

tylerworks.

Texas Conference of Urban Counties

Tyler Technologies, Inc.
6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsg.com

Participating Member County : Hidalgo - Phase II CJIS

Budget Letter Date: **Phase II Implementation Plan**
Last Updated: **2/15/2012**

Tyler Technologies Contact: Steve Moerbe
Accounts Manager
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
Steve.Moerbe@TylerTech.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Duration		
CUC Enterprise Products & Additional Products:	10	Months
		Months
Total:	10	Months
Project Management dedication:	75%	
Number of Interfaces:	1	
Data Conversion Approach:	Approach 1 - Standard conversion of TSG UNIX products	
Training Approach:	Tyler to perform direct training to end-users	

Travel Allowance Assumptions	3 days/trip.	416	est. days onsite.
		139	est. trips.
Overnight hotel required?	**Yes**		
Air travel required?	**Yes**		

Software Licens

CUC Enterprise License	**Included (Y/N)**		**License Fee**
Case Management			
Probate & Mental Health	**Yes**	**Included In CUC Enterprise License**	
Civil & Family	**Yes**		
Criminal	**Yes**		
Justice of the Peace	**Yes**		
Prosecutor	**Yes**		
Additional Products - County License			
Jail Management	**Yes**	Paid through CUC TechShare	375,000
Law Enforcement/RMS	**Yes**	Paid through CUC TechShare	included
Community Supervision	**Yes**		
Hot Checks	**Yes**	Paid through CUC TechShare	90,000
Total - Local County Licenses			**465,000**

Implementation Services

	Original Hours	**Adjusted Hours**	**Original Cost**	**Adjusted Cost**
Summary				
Project Management	1,824	1,296	264,480	187,898
Implementation Plan	16	16	2,320	2,320
Customization	3,225	2,777	419,250	361,010
Interfaces*	450	450	58,500	58,500
Fit Analysis	296	296	38,480	38,480
Data Conversion	722	722	93,860	93,860
Configuration & Consulting	850	850	110,500	110,500
Training	971	920	121,338	115,000
Go-Live Assistance	700	700	87,500	87,500
Other Services				
Services Totals	**9,054**	**8,027**	**1,196,228**	**1,055,068**
Travel Allowance Budget		prev	160,717	88,250

Total Software License & Implementation Services	**Original**	**1,821,945**
Total Software License & Implementation Services	**Adjusted**	**1,608,318**

Phase II Implementation Plan- Services Detail

tyler works.

Hidalgo County

	Rate	Original Hours	Original Cost	Adjusted Hours	Adjusted Cost
CUC Products					
Project Management	145	1,824	264,480	1,296	187,898
Implementation Plan	145	16	2,320	16	2,320
Customization	130	3,225	419,250	2,777	361,010
Interfaces*	130	450	58,500	450	58,500
Courts					
Probate & Mental Health (CC)		**Hours**	**Cost**	**Adjusted**	
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Civil & Family (CC & DC)					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training 125		-	-	-	-
Go-Live Assistance	125	-	-	-	-
Criminal (CC & DC)					
Fit Analysis	130	120	15,600	120	15,600
Data Conversion	130	220	28,600	220	28,600
Interfaces	130	-	-	-	-
Configuration & Consulting	130	360	46,800	360	46,800
Training - CC	125	371	46,338	320	40,000
Go-Live Assistance	125	180	22,500	160	20,000
Prosecutor					
Fit Analysis	130	40	5,200	40	5,200
Data Conversion	130	72	9,360	72	9,360
Interfaces	130		-	-	-
Configuration & Consulting	130	80	10,400	80	10,400
Training	125	120	15,000	120	15,000
Go-Live Assistance	125	80	10,000	80	10,000
Justice of the Peace					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Total Services - CUC Products		7,158	954,348	6,111	810,688

	Rate	Original Hours	Original Cost	Adjusted Hous	Adjusted Cost
Additional Products					
Project Management	145	-	-	-	-
Customization	130	-	-	-	-
Jail Management		**Hours**	**Cost**	**Adjusted**	
Fit Analysis	130	80	10,400	80	10,400
Data Conversion	130	220	28,600	220	28,600
Interfaces	130	-	-	-	-
Configuration & Consulting	130	250	32,500	250	32,500
Training	125	320	40,000	320	40,000
Go-Live Assistance	125	320	40,000	320	40,000
Law Enforcement / RMS					
Fit Analysis	130	40	5,200	40	5,200
Data Conversion	130	150	19,500	150	19,500
Interfaces	130	-	-	-	-
Configuration & Consulting	130	120	15,600	120	15,600
Training	125	120	15,000	120	15,000
Go-Live Assistance	125	80	10,000	100	12,500
Probation					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Hot Checks					
Fit Analysis	130	16	2,080	16	2,080
Data Conversion	130	60	7,800	60	7,800
Interfaces	130	-	-	-	-
Configuration & Consulting	130	40	5,200	40	5,200
Training	125	40	5,000	40	5,000
Go-Live Assistance	125	40	5,000	40	5,000
Other/Additional Services					
Total Services - Additional Products		1,896	241,880	1,916	244,380

Hidalgo County Implementation Plan for Invoicing - Phase I and II

Updated 2/15/2012

	Rate	Total Hours	Amount	Hour Adjustment	Cost Adjustment	Adjusted Hours	Adjusted cost	Actual Hours through 1/31/2012	Actual Amount Through 1/31/2012
P1 - Civil, Family, Probate, LE Civil Papers									
Project Management	145	979	$141,955.00	711	$103,095.00	1,690	$245,050.00	1,388	$201,310.03
Implementation Plan	145	120	$17,400.00	0	$0.00	120	$17,400.00	120	$17,400.00
Customization	130	1,017	$132,210.00	(863)	($112,190.00)	154	$20,020.00	153	$19,922.50
Fit Analysis	130	116	$15,080.00	11	$1,430.00	127	$16,510.00	127	$16,445.00
Data Conversion	130	196	$25,480.00	489	$63,570.00	685	$89,050.00	545	$70,882.50
Interfaces	130	450	$58,500.00	(450)	($58,500.00)	0	$0.00		$0.00
Configuration & Consulting	130	400	$52,000.00	781	$101,530.00	1,181	$153,530.00	1,018	$132,275.00
Training	125	358	$44,775.00	178	$22,225.00	536	$67,000.00	96	$12,000.00
Go-Live Assistance	125	240	$30,000.00	160	$20,000.00	400	$50,000.00	40	$5,000.00
P1 - Services Total		**3,876**	**$517,400.00**		**$141,160.00**	**4,893**	**$658,560.00**	**3,487**	**$475,235.03**
P2 - Criminal, Prosecutor, Hot Checks, Probate									
Project Management	145	1,824	$264,480.00	(528)	($76,582.00)	1,296	$187,898.00	24	$3,407.50
Implementation Plan	145	16	$2,320.00	0	$0.00	16	$2,320.00	0	$0.00
Customization	130	3,225	$419,250.00	(448)	($58,240.00)	2,777	$361,010.00	163	$21,125.00
Fit Analysis	130	296	$38,480.00	0	$0.00	296	$38,480.00	9	$1,137.50
Data Conversion	130	722	$93,860.00	0	$0.00	722	$93,860.00	0	$0.00
Interfaces	130	450	$58,500.00	0	$0.00	450	$58,500.00	0	$0.00
Configuration & Consulting	130	850	$110,500.00	0	$0.00	850	$110,500.00	15	$1,917.50
Training	125	971	$121,338.00	(51)	($6,338.00)	920	$115,000.00	9	$1,062.50
Go-Live Assistance	125	700	$87,500.00	0	$0.00	700	$87,500.00	0	$0.00
P2 - Services Total		**9,054**	**$1,196,228.00**		**($141,160.00)**	**8,027**	**$1,055,068.00**	**218**	**$28,650.00**
Total Services		**12,930**	**$1,713,628.00**			**12,920**	**$1,713,628.00**		
Travel Expense Estimate									
P1 - Civil, Family, Probate, LE Civil Papers			$59,000.00		$72,467.00		$131,467.00		$68,000.00
P2 - Criminal, Prosecutor, Hot Checks, Probate			$160,717.00		($72,467.00)		$88,250.00		$0.00
Travel Expense Estimate			**$219,717.00**				**$219,717.00**		**$68,000.00**
Services and Travel Total			**$1,933,345.00**				**$1,933,345.00**		**$68,000.00**

Erika Zamora

From: rocio.villarreal <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, March 02, 2012 3:28 PM
To: 'Erika Zamora'
Subject: FW: Review of Tyler / CUC Agreement

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, March 02, 2012 2:57 PM
To: 'Renan Ramirez'
Cc: 'Priscilda Menjares'; 'Martha Salazar'; 'Rocio Villarreal'
Subject: RE: Review of Tyler / CUC Agreement

Renan,

I have reviewed the revised agreements attached (Amendment No. 3 to Resource Sharing Addendum, End User License Agreement, Amended Restated Implementation Plans for Phase I and II); I approve as to the form of the agreements.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Wednesday, February 29, 2012 1:47 PM
To: josephine ramirez
Cc: Priscilda Menjares; Martha Salazar; Rocio Villarreal
Subject: Review of Tyler / CUC Agreement

Josie,

For your review please find the attached document.

I thank you for your time and attention to this matter.

==========

Renán Ramírez
CIO
County of Hidalgo, Texas

AI-31295 **23. E. 1.**

CC REGULAR

Meeting Date: 03/06/2012

Submitted For: Martha L. Salazar Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Project Acceptance document (quoted estimated fees) as required by the vendor-Weidenhamer for a scope of work to be performed falling outside the current agreement with vendor with authority to purchase said services under the sole source declaration for said provider through a purchase order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-21-170-001-0-336

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

BUDGETARY IMPACT:

Funds available as of 3/2/12 $3,099.00.

Attachments

SS_Agreement Approval

SS_Agreement Approval Minutes

PO #669475

Project Authorization

Employee Change of Status Form

requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 04:17 PM
Budget & Management	Merlen P. Munoz	03/01/2012 04:22 PM
Erika Zamora	Angela Garcia	03/02/2012 11:05 AM
Purchasing Department	Marty Salazar	03/02/2012 11:31 AM
Auditor's Office	Monica Badillo	03/02/2012 12:02 PM
Purchasing Department	Marty Salazar	03/02/2012 12:04 PM
Budget & Management	Merlen P. Munoz	03/02/2012 12:59 PM
Erika Zamora	Erika Zamora	03/02/2012 02:42 PM
Auditor's Office	Angela Garcia	03/02/2012 03:34 PM

Form Started By: Marty Salazar Started On: 03/01/2012 09:44 AM

Final Approval Date: 03/02/2012

AI-30195 **20. A. 8.**

CC REGULAR

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)-"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Maintenance and Support Services Agreement" with Weidenhammer Systems Corporation;

b. Approval of a "Sole Source Declaration" with authority to purchase and enter into a 12 month renewal maintenance and support services agreement with Weidenhammer Systems Corporation as required by the Auditor's Office in the amount of $37,151.00 for fiscal year 01/01/12-12/31/2012 including the signing of required documents by County Judge or Court Member.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-21-170-001-0-336

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

BUDGETARY IMPACT:

2012 Budget $41,000.

Attachments

Government Code

Renewal_Agreement

2012_Budget

Sole Source_Memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/15/2011 09:54 AM
Budget & Management	Merlen P. Munoz	12/15/2011 09:55 AM
Erika Zamora	Erika Zamora	12/15/2011 04:14 PM
Auditor's Office	Angela Garcia	12/16/2011 01:30 PM

Form Started By: Blanca Mayorga Started On: 12/14/2011 03:42 PM

Final Approval Date: 12/16/2011

Weidenhammer

Alio Maintenance Renewal

RECEIVED
COUNTY AUDITOR
2011 SEP 26 PM 3 59

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Contract End Date: 12/31/11

Dear MR ALEJANDRO MORTERA,

On behalf of the Weidenhammer Education Solutions Team, thank you for your continued confidence in our administrative software solutions. Our Team has grown in numbers over this past year, and as a result we have been able to provide your district with numerous releases as we strive to deliver superior products and support. We are sending you this letter because your annual application support contract is about to expire. To ensure that support for your administrative software products remains uninterrupted, we encourage you to renew this support.

Weidenhammer's Maintenance Renewal Authorization provides a summary description of Alio applications for which you receive support. This signed Alio Maintenance Renewal Authorization needs to be returned to the attention of Shelly Grier, Sr. Administrator, prior to your contract end date. Completed forms can be faxed to (610) 396-4846.

Note: Please verify the contact information is correct. If any of this information is incorrect, please mark the change(s) on the Alio Maintenance Renewal Authorization Sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,016.00
SALARY ADMINISTRATION	$2,147.00
SALARY ADMIN/POSITION CONTROL	$2,364.00
FINANCIAL ACCOUNTING SYSTEM	$10,936.00
BUDGETARY PREPARATION SYSTEM	$3,220.00
CHECK RECONCILIATION SYSTEM	$466.00
ORACLE DB STANDARD EDITION	$951.00
FIXED ASSET INVENTORY SYSTEM	$2,250.00
ORACLE APP ENTERPRISE EDITION	$3,801.00
Total	$37,151.00

Thank you for partnering with Weidenhammer for your administrative software solutions needs. I want to personally assure you of our utmost efforts to ensure the success of our partnership. Moreover, we are hopeful of maintaining a long and mutually beneficial relationship.

In closing, allow me to thank you for the confidence expressed in Weidenhammer. If, at any time, you have questions or need the assistance of myself or our staff, please do not hesitate to call.

Very truly yours,

Samuel Morgan, Director
Weidenhammer Systems Corporation

SCANNED
SEP 2[illegible]
INITIALS

Weidenhammer

Alio Maintenance Renewal Authorization

RECEIVED BY
COUNTY AUDITOR
2011 SEP 26 PM 3 59

MR ALEJANDRO MORTERA
HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Contract End Date: 12/31/11

Maintenance Renewal Summary

Please read, sign and fax this form back to Weidenhammer at 610-396-4846 in order to renew your Maintenance Agreement. Note: If you require our invoice to include your purchase order number on it, then please fax your PO along with this form.

Specified below is a summary description of the Maintenance Renewal for which Weidenhammer Systems Corporation (WSC) is requesting authorization to invoice your District.

Note: Please verify that the contact information is correct. If any of this information is incorrect, please mark the change(s) on this sheet so we can update our Call Tracking System.

Product Description	Maintenance Renewal Fee
HUMAN RESOURCE SYSTEM	$11,016.00
SALARY ADMINISTRATION	$2,147.00
SALARY ADMIN/POSITION CONTROL	$2,364.00
FINANCIAL ACCOUNTING SYSTEM	$10,936.00
BUDGETARY PREPARATION SYSTEM	$3,220.00
CHECK RECONCILIATION SYSTEM	$466.00
ORACLE DB STANDARD EDITION	$951.00
FIXED ASSET INVENTORY SYSTEM	$2,250.00
ORACLE APP ENTERPRISE EDITION	$3,801.00
Total	$37,151.00

WE HAVE READ AND AGREE TO THE RENEWAL INFORMATION AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO INVOICE US FOR THIS ONGOING CIMS SUPPORT. WE RECOGNIZE THAT BY SIGNING THIS DOCUMENT, WE INDICATE OUR DESIRE TO PARTICIPATE IN THE UPCOMING ANNUAL SUPPORT/ENHANCEMENT PLAN.

Authorized Signature

Print name, title, and date:

Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, § 13.38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 309, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001. Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

Weidenhammer

935 Berkshire Blvd.
Wyomissing, PA 19610
(610) 378-1149 Fax (610) 378-9409

RECEIVED BY
COUNTY AUDITOR
2011 DEC 6 AM 9 40

HIDALGO COUNTY AUDITOR'S OFFICE
ATTN ALEJANDRO MORTERA
2808 S BUSINESS HWY 281
EDINBURG, TX 78539

Invoice

Invoice #	133342
Date	12/06/2011

Customer: 816

PO# RENEWAL

HUMAN RESOURCE SYSTEM	01/01/12 - 12/31/12	11016.00
SALARY ADMINISTRATION	01/01/12 - 12/31/12	2147.00
SALARY ADMIN/POSITION CONTROL	01/01/12 - 12/31/12	2364.00
FINANCIAL ACCOUNTING SYSTEM	01/01/12 - 12/31/12	10936.00
BUDGETARY PREPARATION SYSTEM	01/01/12 - 12/31/12	3220.00
CHECK RECONCILIATION SYSTEM	01/01/12 - 12/31/12	466.00
ORACLE DB STANDARD EDITION	01/01/12 - 12/31/12	951.00
FIXED ASSET INVENTORY SYSTEM	01/01/12 - 12/31/12	2250.00
ORACLE APP ENTERPRISE EDITION	01/01/12 - 12/31/12	3801.00

37151.00

Terms			
Payment Expected By	01/05/2012	**Total Amount of Invoice**	**$37,151.00**

Weidenhammer

Information ingenuity.

November 30, 2010

Mr. Alejandro Mortera
Hidalgo County Auditor's Office
2808 South business Highway 281
Edinburg, TX 78539

Subject: Confirmation of Sole Source Compliance by Vendor

Dear Ms Mitchell:

Please acknowledge this document as verification that Weidenhammer Systems Corporation is the owner of the alio suite of products for Business Administrative Software.

As such, Weidenhammer is the owner of the copyright and the sole source for procurement of alio software, support, enhancements and documentation.

Very truly yours,

Shelly D. Grier, Sr. Administrator
Weidenhammer Systems Corporation

935 berkshire blvd wyomissing pa 19610 phone 610.378.1149 fax 610.378.9409

CO AUDITOR

1100-415-21-170-001

Object #	Object Code Description	2011 Original Budget	2012 Budget Request	2012 Adopted Budget
111	OFFICIALS	$114,442.00	$0.00	$0.00
112	DEPARTMENT HEADS AND FOREMEN	$0.00	$114,442.00	$114,442.00
113	PERMANENT FULL TIME EMPLOYEES	$1,880,996.00	$1,872,181.00	$1,872,181.00
115	LONGEVITY PAY	$9,300.00	$10,620.00	$10,620.00
117	SUPPLEMENTAL PAY	$11,500.00	$17,000.00	$17,000.00
118	AUTO ALLOWANCE	$6,000.00	$6,000.00	$6,000.00
211	HEALTH INSURANCE	$162,000.00	$187,380.00	$187,380.00
212	LIFE INSURANCE	$1,215.00	$1,215.00	$1,215.00
220	SOCIAL SECURITY CONTRIBUTIONS (FICA)	$154,702.00	$154,548.59	$154,548.59
230	RETIREMENT CONTRIBUTIONS	$194,136.00	$201,014.18	$201,014.18
250	UNEMPLOYMENT COMPENSATION	$10,112.00	$10,101.22	$10,101.22
336	COMPUTER SERVICES	$40,000.00	$41,000.00	$41,000.00
342	INFORMATION AND CREDIT SERVICES	$75.00	$1,400.00	$1,400.00
350	OTHER CONTRACTED SERVICES	$1,000.00	$1,000.00	$1,000.00
432	EQUIPMENT REPAIR & MAINTENANCE SERVIC	$3,000.00	$3,000.00	$3,000.00
442	RENTAL OF EQUIPMENT AND VEHICLES	$6,000.00	$100.00	$100.00
529	SURETY AND NOTARY BONDS	$500.00	$75.00	$75.00
531	TELEPHONE AND TELEGRAPH	$16,000.00	$16,000.00	$16,000.00
532	MOBILE PHONE	$1,200.00	$1,000.00	$1,000.00
535	POSTAGE AND EXPRESS MAIL CHARGES	$2,000.00	$2,000.00	$2,000.00
540	ADVERTISING	$5,000.00	$5,000.00	$5,000.00
550	PRINTING AND BINDING	$3,000.00	$3,000.00	$3,000.00
581	IN-COUNTY EMPLOYEE TRAVEL	$1,500.00	$1,500.00	$1,500.00
583	OUT OF COUNTY EMPLOYEE TRAVEL	$15,000.00	$14,000.00	$14,000.00
584	REGISTRATION FEES	$15,000.00	$14,000.00	$14,000.00
601	OFFICE SUPPLIES	$22,000.00	$22,000.00	$22,000.00
607	CLEANING AND SANITATION SUPPLIES	$75.00	$75.00	$75.00
631	BOTTLED WATER	$1,000.00	$1,000.00	$1,000.00
640	BOOKS AND PERIODICALS	$5,000.00	$5,000.00	$5,000.00
661	MINOR OFFICE EQUIPMENT	$6,000.00	$6,000.00	$6,000.00
665	MINOR COMPUTER EQUIPMENT	$0.00	$5,000.00	$5,000.00
667	MINOR SOFTWARE	$2,000.00	$2,000.00	$2,000.00
745	COMPUTER EQUIPMENT	$5,000.00	$0.00	$0.00
780	CAPITAL LEASES	$0.00	$6,200.00	$6,200.00
810	DUES AND MEMBERSHIPS	$3,000.00	$3,000.00	$3,000.00
	TOTALS	$2,697,753.00	$2,727,851.98	$2,727,851.98
	SALARY EXPENSES	$2,544,403.00	$2,574,501.98	$2,574,501.98
	OPERATING EXPENSES	$153,350.00	$153,350.00	$153,350.00

Blanca Mayorga

From: Maria Medina [maria.medina@auditor.co.hidalgo.tx.us]
Sent: Tuesday, December 06, 2011 2:47 PM
To: 'Blanca Mayorga'
Subject: Obj. 336 for 2012
Attachments: 2012 County Auditor's Budget.PDF

Miss Blanca,
Linda would like the item for Weidenhammer, alio Maintenance Renewal, to be placed on the next agenda so the invoice can be paid. She asked me to send you the info where we have the monies available for 2012 and that we will submit for a requisition in early 2012.

Thank you.

Maria (Susie) Medina
Administrative Assistant II
Hidalgo County Auditor's Office
Phone: (956) 318-2511 ext. 4602
Fax: (956) 318-2577

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: December 14, 2011

RE: "Sole Source Declaration" – Weidenhammer Systems Corporation

---

The Hidalgo County Auditor's Office/Department possesses and utilizes the current financial account system since 2001's upgrade approved by Hidalgo County Commissioners Court which includes a Software License, Maintenance and Support Agreement.

In 2007 the original vendor information Design, Inc. was acquired by Weidenhammer Systems Corporation. Maintenance Renewal for the financial accounting system has continued under Weidenhammer as they have proprietary ownership of the license and software used by Hidalgo County Auditor;

Therefore, the Hidalgo County Auditor's Office requires the continued renewal of the Software License, Maintenance and Support Agreement with Weidenhammer Systems Corporation.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

CC Approved on 12/20/2011

d. Real Estate Appraiser Services (RFQ No. 2012-004-01-18-YZV)
e. Surveyor Services (RFQ No. 2012-005-01-18-YZV)
f. Construction Management Services (RFQ No. 2012-006-01-18-YSI)

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol - as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective 2-09-2012 for a period of one (1) year.

5. **AI-30160** Approval and acceptance of a rebate check from The Local Government Purchasing Cooperative and Buyboard program in the amount of $ 25,162.93 for the participation in the Cooperative for 2010-2011 fiscal year.

approved

6. **AI-30141** Approval of Supplemental Agreement No. 3 to Work Authorization No. 1 - Contract #C-10-062-02-16 with TEDSI Infrastructure so as to provide Phase I Construction Phase Services along with adding a Geotechnical Sub-Consultant (L& G Engineering Laboratory) and as further detailed under Attachment "B" of the Supplemental Agreement.

approved

7. **AI-30059** Acceptance of a rebate check number 4270894 in the amount of $ 5,315.24 from Buyboard for the month of October 2011.

approved

8. **AI-30195** a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)-"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Maintenance and Support Services Agreement" with Weidenhammer Systems Corporation;

approved

b. Approval of a "Sole Source Declaration" with authority to purchase and enter into a 12 month renewal maintenance and support services agreement with Weidenhammer Systems Corporation as required by the Auditor's Office in the amount of $37,151.00 for fiscal year 01/01/12-12 /31/2012 including the signing of required documents by County Judge or Court Member.

B. **Pct. 3**

1. **AI-30204** a. Requesting exemption from competitive procurement requirements under Texas Local Government Code, Chapter/Section, 282.024 (a) (7) 'an item that can obtained from only one source'...;

approved

b. Approval of a Sole Source Declaration for Jose Ramirez, Jr. owner of the tract of land (and as further described in the Sole Source Declaration submitted and made part of the minutes of Commissioners Court) currently leased by Hidalgo County (aka, the Penitas Landfill located in Penitas, Texas) for the purposes of landfill access under TCEQ Permit No. MSW 1727 for the residents residing in areas outside the ETJ of cities in Precinct #3, Hidalgo County, Texas including authority to enter into a lease;

CC Approved on 12/20/2011

Purchase Order
COUNTY OF HIDALGO

PO#: 669475

DATE: 01/19/12

VENDOR: 348589 REQ:00208111
FAX (610)378-9409 Email:
Phone: (610)378-1149
WEIDENHAMMER SYSTEMS CORP.
5670 GREENWOOD PLAZA BOULEVARD
SUITE 340
GREENWOOD VILLAGE CO 80111
Vendor Acct:

BUYER:
SHIP TO: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

CONTACT: Maria "Susie" Medina (956)318-2511
SITE: COUNTY AUDITOR
Contract No:

Special Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		ALIO MAINTENANCE AND SUPPORT SERVICES RENEWAL CONTRACT AGREEMENT FOR THE PERIOD OF 01/01/2012 - 12/31/2012		
1	YEAR	SS HUMAN RESOURCE SYSTEM	11,016.00	11,016.00
1	YEAR	SS SALARY ADMINISTRATION	2,147.00	2,147.00
1	YEAR	SS SALARY ADMINISTRATION / POSITION CONTROL	2,364.00	2,364.00
1	YEAR	SS FINANCIAL ACCOUNTING SYSTEM	10,936.00	10,936.00
1	YEAR	SS BUDGETARY PREPARATION SYSTEM	3,220.00	3,220.00
1	YEAR	SS CHECK RECONCILIATION SYSTEM	466.00	466.00
1	YEAR	SS ORACLE DB STANDARD EDITION	951.00	951.00
1	YEAR	SS FIXED ASSET INVENTORY SYSTEM	2,250.00	2,250.00
1	YEAR	SS ORACLE APP ENTERPRISE EDITION	3,801.00	3,801.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		37,151.00
		**********		
		For Hidalgo County use only		
		2-1100-415-21-170-001-0-336 37,151.00		
		Approved		

Authorized by: Martha L. Salazar pmw

Weidenhammer

PROJECT AUTHORIZATION

1.	Client	Alejandro Mortera, Hidalgo County Auditor's Office
2	Project Scope:	**Jira 5808** – Change the layout of HMEMP05A.REP – Employee Change of Status
3	Project Manager	Michelle Neiswender, Product Leader
4	Product:	**allo®** -HRS
5	Project Fees	Project is estimated at **$750.**
6	Project Deliverables:	• Change the layout of HMEMP05A.REP – Employee Change of Status ○ Sample attached in Excel Spreadsheet • **Hidalgo County Auditor's Office will have 30 days to test the code and report desired modifications to Weidenhammer. Any modifications requested will be billable.**
7	Issue Date	February 20, 2012

WE HAVE READ AND AGREE TO THE SCOPE, APPROACH, FEES, TERMS AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE. MOREOVER, WE SPECIFICALLY AUTHORIZE WEIDENHAMMER TO PROCEED WITH THE PROJECT AND BEGIN WORK TOWARD COMPLETION.

/s/ [illegible] — Authorized Signature

Hidalgo County — District

/s/ RAY EUFRACIO — Print Name & Title

COUNTY AUDITOR

2/21/12 — Date

NOTE: If not returned within 4 weeks – request considered cancelled. WORK WILL NOT BE SCHEDULED UNTIL RECEIPT OF SIGNED PROJECT AUTHORIZATION.

If you have any questions, call Weidenhammer at 800-914-9879 and ask for: **Michelle Neiswender, extension 8421.**

RETURN ALONG WITH A PURCHASE ORDER TO: WEIDENHAMMER, 935 BERKSHIRE BLVD., WYOMISSING, PA 19610-1229 PHONE: 800-914-9879 FAX: 610-396-4820

Report Date

Hidalgo County, Texas
Employee Change of Status

Employee No | Employee Name | SSN | Hire Date

Current Data:

Title:
Department Name:
Department No:
Employee Type:

Workers Comp Code:
FLSA Status:

New Data:

Effective Date: _____
Budgeted Amount: _____ Step: _____ Grade: _____
Date Approved by CCt: _____
Title: _____
Department Name: _____
Department No: _____ Slot No. _____
Employee Type: Reg F/T _____ Reg P/T _____
Temp F/T _____ Temp P/T _____
If P/T or Temp, Estimate Annual Hours _____
Workers Comp Code: _____ DBM Initials: _____
FLSA Status: Exempt _____ Non-Exempt _____
Civil Service Status: Exempt _____ Non-Exempt _____
Safety Sensitive: Yes _____ No _____
Eligible for Re-Hire: Yes _____ No _____

Dist-Group 01-Base Pay 03-Auto Allowance 04-Longevity 08-Interpreter 09-Clothing Allowance 11-Supplemantal

Current Data:

Dist-Group	Account No.	Percent	Annual Amt	Bi-Weekly Amt	Hourly Amt

New Data:

Dist-Group	Account No.	Percent	Annual Amt	(Leave Blank) Bi-Weekly Amt	(Leave Blank) Hourly Amt

Reason for Change:

_____ Hire
_____ Promotion
_____ Merit Increase
_____ Disciplinary
_____ Reclassification
_____ Retirement
_____ Discharge
_____ Re-Hire
_____ Demotion
_____ Salary Increase
_____ Probation
_____ Transfer
_____ Resignation
_____ Layoff
_____ Allowance (Dist-Groups 03, 08, or 09)
_____ Supplemental (Specify Type Below)
Education _____ Certification _____ Assignment _____
_____ Longevity (Longevity Eligibilty Date _____)
_____ Other (Explain Below)

_____
_____
_____

Approval and Signature of Officials

_____ Preparer	_____ Date
_____ Department Head	_____ Date
_____ Human Resources Director	_____ Date
_____ Budget Officer	_____ Date
_____ County Auditor	_____ Date
_____ County Treasurer	_____ Date

Requisition

HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00211635
PO #
Date: 02/21/12

Bill To: x
x

Vendor : 348589
WEIDENHAMMER SYSTEMS CORP.
5670 GREENWOOD PLAZA BOULEVARD
SUITE 340
GREENWOOD VILLAGE CO 80111
FAX (610)378-9409

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: **R EUFRACIO**
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	OM DELIVERABLES: Change the layout of HMEMP05A.REP - Employee Change of Status	750.00	750.00
		Account No	Encumbrance	
		2-1100-415-21-170-001-0-336	750.00	
			Freight	.00
			Total	750.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____