AI-31539 **5. B.**

CC REGULAR

Meeting Date: 04/03/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Proclamation recognizing the month of April as National Child Abuse Prevention Month - CASA

BACKGROUND

Linda Gonzalez, Executive Director

Candlelight Vigil - April 7th

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/20/2012 10:19 AM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Monica Badillo Started On: 03/20/2012

Final Approval Date: 03/26/2012

PROCLAMATION

***WHEREAS*, 65,948 victims of child abuse and neglect were confirmed in Texas in Fiscal year 2011; and**

***WHEREAS*, In Hidalgo County Child Protective Services had 6,770 investigations of child abuse and neglect in Fiscal Year 2011; and**

***WHEREAS*, Of those cases investigated for abuse and neglect, a total of 2,837 children were confirmed as victims of child abuse and neglect; and**

***WHEREAS*, 8 child fatalities were a result of child abuse and neglect; and**

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

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

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

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

***NOW, THEREFORE*, the Commissioners Court of Hidalgo County, do hereby proclaim the month of April 2012 to be *Child Abuse Awareness and Prevention Month* in Hidalgo County, Texas, and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.**

Dated this 3rd day of April, 2012.

_____

Ramon Garcia
Hidalgo County Judge

_____	_____
Joel Quintanilla Commissioner Pct. 1	**Hector "Tito" Palacios** Commissioner Pct. 2
_____	_____
Joe M. Flores Commissioner Pct. 3	**Joseph Palacios** Commissioner Pct. 4

AI-31651 **5. C.**

CC REGULAR

Meeting Date: 04/03/2012

Department: IT DEPARTMENT

Information

CAPTION

IT Department:
1. Requesting permission to advertise/hire for the following:

Slot No.	Position Title	Grade
0031	Technical Specialist I	10

2. Requesting permission to allow department to advertise/hire for any future/upcoming vacancies due to urgent pending projects (i.e. Oddessy Project)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Request docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/27/2012 01:34 PM
Sylvia Solis	Sylvia Solis	03/30/2012 07:22 AM
Budget & Management	Merlen P. Munoz	03/27/2012 01:34 PM
Sylvia Solis	Sylvia Solis	03/30/2012 07:22 AM
Auditor's Office		
Purchasing Department		

Form Started By: Renan Ramirez Started On: 03/27/2012 01:05 PM

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Information Technology

ANNOUNCE VACANCY USING (check one box)

☒ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Technical Specialist 1

☐ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO_____

DEPT NO 200 POSITION/SLOT NO 031

ADVERTISED SALARY: 35,254 OTHER COMPENSATION: _____ COMPENSATION TYPE:_____

SPECIAL REQUIREMENTS: job description attached

WORK LOCATION / HOURS: 100 E. Cano 4th Floor Edinburg, TX

CONTACT PERSON: Renan Ramirez EXTENSION / PHONE NO: 6011, 6007
Audrey Dehoa

Department Head or Elected Official — Date: 3/27/12

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

TECHNICAL SPECIALIST I

GRADE: 10

GENERAL DESCRIPTION

Individual is tasked with the overall responsibility of one or more information technology drive projects. This position will be responsible for all facets of the assigned project.

EXAMPLES OF WORK PERFORMED

Responsible for maintaining assigned projects within their assigned timeline and within their allocated budgets.

Perform data analysis of required project specifications and related project data.

Map out project objectives, timelines and resource projections.

Create and maintain documentation of all phases of the project.

Good organizational skills are required in order to keep proper maintenance records and allocate resources to individual tasks within the project.

Knowledge of and or exercise of proper safety procedures are required.

Some evening and weekend work may be required.

Performs such other duties as may be assigned.

Regular attendance is a must.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelors Degree in Information Technology or related field. Must have at least three (3) years experience in the information technology field. Proven experience with technology project management is a must. Previous supervisory responsibilities are a must. Experience in technology procurement and other IT certifications are preferred. Knowledge of industry standard computer hardware and software preferred;

Knowledge, Skills, and Abilities

Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from

obvious standards) of data, people or things.

Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.

Requires the ability to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style.

Requires the ability to speak to people with poise, voice control and confidence.

Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret and extensive variety of technical instructions in mathematical or diagrammatically form; and to deal with several abstract and concrete variables.

Requires the ability to deal with people beyond giving and receiving instructions.

Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress.

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.

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-31715 **5. D.**

CC REGULAR

Meeting Date: 04/03/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas AgriLife Extension:
Requesting authorization for Christina L. Perez to travel to College Station, TX to attend the Program Excellency Academy from 04/15/2012-04/19/2012.

BACKGROUND

Meals only. (other expenses to be paid by State)

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-583

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

BUDGETARY IMPACT:

Funds available as of 3/30/12 $4,212.20.

Attachments

form

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/30/2012 07:05 AM
Erika Zamora	Erika Zamora	03/30/2012 03:23 PM
Budget & Management	Merlen P. Munoz	03/30/2012 07:05 AM
Erika Zamora	Erika Zamora	03/30/2012 03:23 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 03/29/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/28/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Christina L. Perez, CEA-4-H & Youth Development

EVENT INFORMATION

TITLE OF EVENT:	Program Excellence Academy		
EVENT DATE(S) FROM:	04/16/12	TO:	04/19/12
DEPARTURE DATE:	04/15/12	RETURN DATE:	04/19/12
LOCATION OF EVENT: CITY:	College Station	STATE:	Texas

PURPOSE OF TRAVEL

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

_____ 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 (Commissioners' Court approval is attached).

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.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$-0-	
Subtotal for Object Code 584	$-0-	$
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	$-0-	
11. MEALS	$108.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 108.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 108.00	$

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

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

* 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.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF 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.:
Barbara C. Stang	3/28/12	NoraLinda Cruz	383-1026

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:

COUNTY AUDITOR'S FORM T.1.1 (01/10)

A-1100-461-00-380-001-D-583

cc 4/3/12

Travel Outside of Hidalgo County in County Vehicle

TO: D.B.M. SAFETY DIVISION
318-2658FAX

FROM: Hidalgo County Extension Service
DATE: 3/28/2012

Notice to be processed minimum of 24 hours prior to trip

Date(s) Requested: From: 4/15/2012 To: 4/19/2012
Estimated Time Leave: 8:00 AM Est. Time Return: 11:00 PM
Destination: College Station, Texas
Reason for Trip: Program Excellence Academy

The following person(s) are requesting to take the following County vehicle(s) out of County:

Name of Driver: Christina L. Perez
DL Number: #20474044 (Texas Only)
Birth Date: 4/23/1984
Expiration Date: 4/23/2014

Name of Driver:
DL Number: (Texas Only)
Birth Date:
Expiration Date:

Name of Driver:
DL Number: (Texas Only)
Birth Date:
Expiration Date:

Checklist:
Ins. Card in Vehicle
Jack in Vehicle
Drivers License with Driver
This approval with Driver

Vehicle VIN#: #1FTWW30525EB48635
Tag Number: 884-793
Asset Number: #42595 - 2005 Ford F350 Pickup

Vehicle VIN#:
Tag Number:
Asset Number:

Signed: Barbara C. Alaniz
Department Head/Designee

Dated: 3/28/2012

D.B.M. Safety Division Checked Insurances:

Date: 3/28/12 1:20 PM

3/30/12

* advised dept. to use more economical vehicle. (F-150 is available as per Nora Linda.)
DNB

OFFICE OF THE DIRECTOR

AgriLIFE EXTENSION
Texas A&M System

March 6, 2012

MEMORANDUM

TO: *Program Excellence Academy Participants*

Monica Aguirre	Brandon David	Brianne Langdon	Nick Risley
Bethany Arie	Michael Donalson	Shane Martin	Denise Rodriguez
Joshua Beaty	Oscar Galindo	Humberto Martinez	Brad Roeder
Andrea Becker	Jennifer Garza	Matt Miranda	Lauren Tedford
Erika Bochat	Cody Gfeller	Ashley Moore	Ben Tice, Jr.
Matthew Bochat	Marcus Glenn	Mario Morales	Heather Wade
Amber Carroll	Laura Graves	Brice Mund	Micah Walker
Cayla Christenson	Michael Haynes	Dawson Owens	Katy Weber
Josh Cobos	Travis Helm	Christina Perez	Linda Sue Wells
Jackie Cole	Caitlin Jackson	Kimberly Peters	Caleb Wendt
Ryan Collett	Jennifer Johnson	Teresa Petkoff	

SUBJECT: Travel Authorization

Travel is authorized for you to attend the Program Excellence Academy being held April 16-19, 2012 in College Station, Texas. Travel expenses will be reimbursed from account 07-119200-22610.

State travel guidelines **must be** adhered to for all travel expenses reimbursed on this account. For questions regarding travel, contact Susan McNeese in the fiscal office at 979-845-4748 or SGMcNeese@ag.tamu.edu.

Sincerely,

Kyle L. Smith
Executive Associate Director

600 John Kimbrough Blvd., Suite 509
7101 TAMU
College Station, Texas 77843-7101

Tel. 979.845.7907
Fax. 979.845.9542
k-smith10@tamu.edu
http://AgriLifeExtension.tamu.edu

Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Setting the Stage for Educational Programming in Your County

The underlying theme to Texas AgriLife Extension Service's mission is to help people improve their lives. This is done through needs assessment processes targeted at local issues and needs. An important first step in the educational process is to assess these needs and issues.

There are many ways that needs and issues can be identified. It can be as simple as asking the right people or as complex as sorting through mounds of profile documents. Many researchers have found clever and innovative methods for categorizing these needs assessment tools and while the names may differ, the techniques are similar. For the purpose of this lesson, we will focus on existing data that is always available.

Existing Data. Existing data can help gain insights into populations. These data can be used to examine current trends of a given community as well as identifying changes in a community. This demographic data provides a source for Extension educators and advisory members to understand the way of life of local citizens they are attempting to change through educational programs, and have access into the groupings of their local citizens/clientele. Demographics help people see a visual representation of information about their community, thus making them important in assessing needs. Additionally, demographics often are used to provide a breakdown of local citizens according to such characteristics as age, sex, marital status, income, educational level, ethnic backgrounds, etc. Other than program needs, demographics are also highly useful in detecting clientele groups that are underserved in the county or community and in defining potential audiences.

While there are other sources for demographic data that may be more relevant to your community, county or state, these are a few valid sources for obtaining demographic data:

- U.S. Census Data
- Agricultural Statistics
- Local Chamber of Commerce Data
- Local Board of Education or Other School Data
- Local Health Department
- Review New Extension Agent Study Guide County Background Information

Other sources include labor surveys, sales tax reports, bank deposits, police reports, hospital information, and more.

Assignment

- **DUE APRIL 6th** - Your assignment is to develop a 3-5 page (double-spaced) summary document to reveal data regarding your county and program area. Feel free to use any existing data you can find (including U.S. Census Data, Texas Community Futures Forum, LAB Validation of Issues, local news outlets, etc.).
    - Do the characteristics of the community shape the culture, climate, and values of the community? Explain.
    - Provide any relevant information that has shaped the local Texas AgriLife Extension Service program over the last year. For example has something major happened in the county that has forced you to address a newly emerged issue? (i.e. Drought in the county, drinking alcohol in schools, major industry leaving county, etc.)
    - Summarize by narrowing the focus of the county to real issues that you could possibly develop an educational program to address. You will probably want to determine three to five issues you could develop further throughout the Academy into programs.

- **DUE APRIL 16th** – You will give a brief report to the class and provide each participant and teacher with the summary of your findings when we meet in April. Please bring 38 copies of the handout. Your report should focus on the 3 to 5 most important things that you discovered, that will impact the way that you develop and deliver educational programs in your county.

Nora Cruz

From: Christina Perez
Sent: Wednesday, March 21, 2012 2:46 PM
To: Nora Cruz
Subject: FW: Program Excellence Academy - April 16 - 19
Attachments: Setting the Stage for Educational Programming in Your County.pdf; April2012Agents.pdf

Importance: High

This is the first official letter sent. I contacted Jeff a while ago and that is all he had.

From: Jeff Ripley
Sent: Wednesday, March 21, 2012 2:44 PM
To: Christina Perez
Subject: FW: Program Excellence Academy - April 16 - 19
Importance: High

From: Jeff Ripley
Sent: Thursday, February 23, 2012 7:41 AM
To: Amber L. Carroll; Andrea K. Becker; Ashley N. Moore; Ben Tice; Bethany J. Arie; Brianne N. Langdon; Brice Mund; Caleb E. Wendt; Cayla Christianson; Christina Perez; Cody R. Gfeller; Dawson Owens; Denise Rodriguez; Erika H. Bochat; Humberto Martinez; Jennifer C. Johnson; Jennifer J. Garza; Josh Beaty; Joshua Cobos; Katy Weber; Kimberly G. Peters; Laura Graves; Lauren Tedford; Linda S. Wells; Mario A. Morales; Matthew T. Bochat; Michael Donalson; Michael Haynes; Monica A. Aguirre; Nick O. Risley; Oscar Galindo; Ryan Collett; Shane R. Martin; Teresa Petkoff
Cc: Megan Wright; Scott Cummings; Darrell Dromgoole; Kyle Smith; Pete Gibbs; Marilyn Frenzel; Bernadette Johnson; Rosemary Schoenfeld; Ed Smith; Maryland Mitchell; Sandra Schultz; 'Brenda Rue'; 'c-mapston@tamu.edu'; 'Danny Nusser '; 'd-fritz@tamu.edu'; 'Donald Kelm'; 'Donnie Montemayor'; 'Hurley Miller '; 'Miles Dabovich '; 'RJSaldana@ag.tamu.edu'; 'Scott Durham'; 'Sheila Lewis (sk-lewis@tamu.edu)'; 'Galen Chendler'; 'Marvin Ensor'; 'Monty Dozier'; 'Ron Woolley'; 'Elaine Fries'; 'Joan Chandler'; 'Judy Gully'; 'Susan Ballabina'; 'Dana Tarter '; Dolores Sandmann; 'Linda Willis '; 'Lupe Landeros '; 'Ray Bader '; 'Vince Mannino '
Subject: Program Excellence Academy - April 16 - 19
Importance: High

Good Afternoon:

Welcome to Extensions! We are looking forward to hosting you in College Station April 16-19 at your first session of the Program Excellence Academy. This will be your first opportunity to gain valuable training on program development topics to help you in your county. The Academy is a fast moving 3 ½ day, interactive event that will lead to great program success for you in the near future. Just a few quick points in this initial e-mail to get you oriented on what to expect in the coming weeks, this will be the first of several e-mails you will receive regarding the Academy:

1. You should have received two books from Organizational Development late last week. These are your textbooks for the Academy, and will be a great reference for you as you build your program competency. To get started, read Chapter 5 in the "Green Book" (Seevers), and Chapters 2 and 3 in the "Red Book" (Boone). These Chapters do a good job of laying the foundation for the Academy.
2. The Academy is designed as a graduate course, and thus you could be awarded graduate credit for your completion of the course. If you are a current of soon to begin graduate student, please let Jeff Ripley know ASAP of your plans. He will need to know where you are (or planning to start soon) attending, and who you major professor is.

3. There will be two assignments for you to complete and submit prior to coming to College Station. The first is attached for you to begin working on, and is to conduct a thorough analysis of the demographics and culture of your county. Pay special attention to those factors that can and will have an impact on how you develop and deliver educational programs.
4. We also need to know when you plan to arrive in College Station (Sunday evening or Monday morning). The Academy will start at 8:00 a.m. on Monday. Also, a list of participants is attached for your reference. If there is someone that you would prefer to share a room with, please let us know. We will be making your reservations and taking care of lodging directly. If you plan to stay with family or friends, please let us know that as well.

We would like to hear back from you on lodging preference and graduate school plans no later than March 2. I realize that many of you are traveling with Major Shows this Month, so the assignment due date will be later. If you have any questions. Please do not hesitate to contact me. See you in April!

Jeff and Megan

++++++++++++++++++++++++++++

Jeff Ripley, Ph.D.
Assistant Professor and Extension Specilaist
Texas AgriLife Extension Service
Department of Agricultural Leadership, Education and Communications
Organizational Development Unit
Ag and Life Sciences Building, Room 256
979-845-7280

Megan Wright
Extension Associate
Texas AgriLife Extension Service - Organizational Development
Department of Agricultural Leadership, Education, & Communications
Texas A&M University
230 Agricultural and Life Sciences Building, 2116 TAMU
College Station, TX 77843-2116
Phone: (979) 862-2035
meganwright@tamu.edu

Program Excellence Academy I
Agenda

Monday, April 16 (Room 129)

8:00 -	Registration and Welcome **(Darrell Dromgoole)**
8:30 -	Personality Assessment **(Lance Kieth)**
9:45 -	Introduction to Extension Program Development **(Jeff Ripley)**
10:45 -	County Demographics **(Jeff Ripley and Megan Wright)**
11:30 -	Lunch – On Your Own
1:00 -	Continue County Demographics
2:30 -	Identifying, Recruiting and Training Planning Group Members **(Larry Pierce and Michelle Allen)**
5:00 -	Adjourn
6:00 -	Burger Social (Optional) – G. Rollie White Visitors Center

Tuesday, April 17 (Room 129)

8:00 -	Volunteer Management **(Courtney Dodd, Jeff Ripley)**
11:30 -	Lunch – On Your Own
1:00 -	Identifying, Prioritizing, Analyzing and Describing Issues **(Jeff Ripley and Megan Wright)**
3:00 -	Target Audience **(Megan Wright)**
3:45 -	Outcome Indicators/Objectives **(Jeff Ripley and Scott Cummings)**
5:00 -	Adjourn
6:00 -	Night at the Ballpark – TAMU vs. Rice **(Optional)**

Wednesday April 18 (Room 129)

8:00 - Educational Design **(Lance Kieth and Scott Cummings)**

11:30 - Lunch – On Your Own

1:00 - Planning and Reporting in TExAS **(Megan Wright)**

3:00 - Marketing and Branding your Extension Programs **(Scott Cummings)**

3:30 - Concurrent Sessions

- 4-H FCS 101 Intro **(Courtney Dodd and Angela McCorkle) Room 200**
- 4-H Livestock 101 Intro **(Kevin Chilek) Room 301**

5:00 - Adjourn

6:00 - Administrative Social – Wings 'N More Party Room

Thursday April 19 (Room 129)

8:00 - Effective Meeting Management and Facilitation Skills **(Donald Kelm)**

10:00 - Program Area Committee Simulation **(Donald Kelm, David Groschke, Kristen Greer, Chelsea Stevens)**

11:30 - Lunch (Provided)

Combined Session in Room 129

12:15 - Travel Reimbursement through Concur E-Travel – Kim Payne

1:00 - Marketing and Branding your Extension Programs **(Scott Cummings)**

1:30 - Administrative Panel and Q&A

2:00 - Wrap up and Awards

ACADEMY I PARTICIPANTS

	NAME	POSITION TITLE	PROGRAM AREA	CTY./ DIST.
1	Cody Gfeller	CEA	AGNR	Somervell D8
2	Oscar Galindo	CEA	AGNR	Maverick D12
3	Humberto Martinez	CEA	AGNR	Jim Hogg D12
4	Matthew Bochat	CEA	AGNR	Bee D11
5	Linda Sue Wells	CEA	FCS	Burnet D7
6	Shane Martin	CEA	4-H	Coryell D8
7	Andrea Becker	CEA	FCS	Live Oak D12
8	Bethany Arie	CEA	FCS	Fannin D4
9	Kimberly Peters	CEA	4-H	Randall D1
10	Jennifer Johnson	CEA	4-H	Moore D1
11	Lauren Tedford	CEA	FCS	Henderson D5
12	Brice Mund	CEA	4-H	Washington D11
13	Brianne Langdon	CEA	FCS	Hood/Somervell D8
14	Michael Donalson	CEA	AGNR	Refugio D11
15	Caleb Wendt	CEA	4-H	Brazoria D9
16	Ben Tice, Jr.	CEA		El Paso D6
17	Christina Perez	CEA	4-H	Hidalgo D12
18	Josh Cobos	CEA	AGNR	Reeves D6
19	Michael Haynes	CEA	AGNR	Caldwell D10
20	Joshua Beaty	CEA	AGNR	Fisher D7
21	Erika Bochat	CEA	FCS	Victoria D11
22	Denise Rodriguez	CEA	HORT	El Paso D6
23	Monica Aguirre	EA(CEP)	FCS	Maverick D12
24	Dawson Owens	CEA	AGNR	Terrell D6
25	Katy Weber	CEA	AGNR	Martin D6
26	Ryan Collett	CEA	AGNR	Hill D8
27	Cayla Christenson	CEA	FCS	Leon D8
28	Jennifer Garza	EA(CEP)	FCS	Harris D9
29	Ashley Moore	EA(CEP)	FCS	Harris D9
30	Nick Risley	CEA	AGNR	Roberts D1
31	Laura Graves	CEA		Lamar D4

32	Amber Carroll	EA(CEP)	4-H	El Paso D6
33	Teresa Petkoff	CEA	FCS	Freestone D8
34	Mario Morales	EA(CEP)		Zavala D12

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Christina L. Perez	EMPLOYEE I.D. NO.:	188760	EMPLOYEE TITLE:	CEA-4-H & Youth Development
DEPARTMENT:	Hidalgo County Extension Service	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	4/15/12	RETURN DATE:	4/19/12		
TIME OF DEPARTURE:	8:00 AM	TIME OF RETURN:	11:00 PM		
TO CITY:	College Station	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING:	START DATE: 4/16/2012	END DATE: 4/19/2012	ACTUAL NO. OF DAYS		4
TITLE OF WORKSHOP/CONFERENCE:	Program Excellence Academy				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicle	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	None				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	Vehicle will be used		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
to participate in professional organizations related to the employee or official's job assignment.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 15-Apr	MONTH / DAY 16-Apr	MONTH / DAY 17-Apr	MONTH / DAY 18-Apr	MONTH/ DAY 19-Apr	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$-0-	$-0-	$-0-	$-0-	$-0-			$0.00	
Lunch	$12.00	$12.00	$-0-	$12.00	$12.00	$-0-			$36.00	
Dinner	$18.00	$18.00	$-0-	$18.00	$18.00	$18.00			$72.00	
Total	$39.00	$30.00	$0.00	$30.00	$30.00	$18.00	$0.00	$0.00	$108.00	$ 108.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: REQ#00213713

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 108.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-461-00-380-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

Christina Perez	Barbara Storz	Barbara Storz
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

AI-31685 **5. E.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Juan Martinez

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal:
Requesting permission for Juan Martinez, Fire Marshal to attend the Texas Forest Service AHIMT Credentialing Work Group Meeting April 18-21, 2012 in Grand Prairie, TX.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-422-10-300-001-0-583

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

BUDGETARY IMPACT:

Reference: Req#213664

Attachments

Travel TX Forest Service.Apr 18-21

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 03:15 PM
Roland Garcia	Rolando Garcia	03/29/2012 09:10 AM
Budget & Management	Merlen P. Munoz	03/28/2012 03:15 PM
Roland Garcia	Rolando Garcia	03/29/2012 09:10 AM
Auditor's Office		
Purchasing Department		

Form Started By: Yolanda Orozco Started On: 03/28/2012 02:24 PM

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Juan Martinez | EMPLOYEE I.D. NO.: 138126 | EMPLOYEE TITLE: Fire Marshal

DEPARTMENT: Fire Marshal | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 4/18/12 | RETURN DATE: 4/21/12

TIME OF DEPARTURE: 6:00 a.m. | TIME OF RETURN: 7:00 p.m.

TO CITY: Grand Prairie | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 4/19/2012 | END DATE: 4/20/2012 | ACTUAL NO. OF DAYS 2

TITLE OF WORKSHOP/CONFERENCE: Texas Forest Service AHIMT Credentialing Work Group Meeting

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? None

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep me abreast of new and changing polices and procedures, thus enabling me to better perform my duties as Fire Mashal for Hidalgo County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 18-Apr	MONTH / DAY 19-Apr	MONTH / DAY 20-Apr	MONTH / DAY 21-Apr	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00				$36.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00				$48.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00				$72.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$0.00	$0.00	$0.00	$156.00	$ 156.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 156.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-422-10-300-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
	Juan Martinez	

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/28/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Fire Marshal
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Juan Martinez, Fire Marshal

EVENT INFORMATION

TITLE OF EVENT:	Texas Forest Serice AHIMT Credentialing Work Group Meeting		
EVENT DATE(S) FROM:	04/19/12	TO:	04/20/12
DEPARTURE DATE:	04/18/12	RETURN DATE:	04/21/12
LOCATION OF EVENT: CITY:	Grand Prairie	STATE:	Texas

PURPOSE OF TRAVEL

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

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- X 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.
- X To participate in professional organizations related to the employee or official's job assignment.
- X To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- X To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- X To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- X To pursue the County's interests in litigation or criminal justice.
- X To promote the economic development interests of the County.
- X To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

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.

Trainings of this nature will keep me abreast of new and changing polices and procedures thus enabling me to better perform my duties as Fire Marshal for Hidalgo County.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
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	$ 156.00	
11. MEALS	$ -	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 156.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 156.00	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)	
AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	X
Private Vehicle**	
OTHER** (Specify)	

* 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.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF 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 made.
- 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
- X 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.

Sign Here

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
		Yolanda Orozco	318-2656

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:

Requisition

Req # 00213664

PO #

Date: 03/28/12

Bill To: x
x

Vendor : 338702
MARTINEZ, JUAN
C/O FIRE MARSHAL

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	DAY	To cover meals for Juan Martinez, Fire Marshal to attend the Texas Forest Service AHIMT Credentialing Work Group Meeting on April 18-21, 2012 in Grand Prairie, TX.	39.00	156.00
		Depart: April 18, 2012 @ 6:00 a.m. $39.00 Full Day April 19, 2012 $39.00 Full Day April 20, 1912 $39.00 Arrive April 21, 1012 @ 7:00 p.m. $39.00		
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	156.00	
			Freight	.00
			Total	156.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Yolanda Orozco

From: Juan Martinez [juan.martinez@co.hidalgo.tx.us]
Sent: Wednesday, March 28, 2012 2:17 PM
To: yolanda.orozco@co.hidalgo.tx.us
Subject: FW: Credentialing Meeting

Yoli, please ask for meal money for this trip, hotel will be taken care of by the State of Texas.

From: Koenig, Bob [mailto:bkoenig@tfs.tamu.edu]
Sent: Wednesday, March 21, 2012 7:34 PM
To: Jon Reese; Juan Martinez; Kent Morrill (kmorrill@LongviewTexas.gov); Kyle Coleman; Lewis Treadwell (Treadwelll@suddenlink.net); Marc Lusk; Michael Hemby; Patrick Hughes; Ralph Johnson; Scott Parker; Tim Ocnaschek; Tommy Gonzalez (thomas.gonzalez@dps.texas.gov); Tonya Hunter; Victoria Koenig; victoria_koenig@att.net; Jeff Jones (JJJones@ci.sherman.tx.us); Margaret Seville; Randell Nations; Jack Harper ; Jeff Meiner; Dale Little; Chad Berg (CBerg@killeentexas.gov); Del Albright; Greg Goettsch; David Saenz
Cc: Koenig, Bob
Subject: Credentialing Meeting

All,

The City of Grand Prairie will host the AHIMT Credentialing Working Group Meeting on April 19-20, 2012 at their Public Safety Building located at 1525 Arkansas Lane, 3rd Floor, Police Chief's Conference Room, Grand Prairie, Texas 75052 from 8a to 5pm each day. The room has AV capability and there is WIFI throughout the building.

Please let me know not later than Wednesday, April 4, 2012 if you will be attending the meeting.

Thanks,

Bob

Bob Koenig
State Incident Management Team Coordinator
Chief, Incident Response Training
Incident Response Department
Texas Forest Service
200 Technology Way, Suite 1162
College Station, Texas 77845
Phone: 979-450-8659
Fax: 979-458-7314

AI-31628 **5. F.**

CC REGULAR

Meeting Date: 04/03/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Approve execution of an Easement and Access Agreement, Quitclaim Deed, and Transfer of Easements, received from Hidalgo County Irrigation District No.1 for sixty-two (62) tracts of land, for a total of sixty-two (62) Easement and Access Agreements, sixty-two (62) Quitclaim Deeds and sixty-two (62) Transfer of Easements, pursuant to that certain Interlocal Cooperation Agreement between Hidalgo County Irrigation District No. One and Hidalgo County dated January 23, 2009

BACKGROUND

Documents prepared and reviewed by Atlas & Hall.

DOCUMENTS WILL BE DATED WITH THE COURT APPROVAL DATE; ONCE APPROVED.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

email
LETTER
parcel 1
parcel 1
parcel 1
parcel 1
parcel 1
parcel 1
email
interlocal 2009

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/23/2012 09:30 AM
Erika Zamora	Erika Zamora	03/30/2012 09:06 AM
Budget & Management	Merlen P. Munoz	03/23/2012 09:30 AM
Erika Zamora	Erika Zamora	03/30/2012 09:06 AM
Auditor's Office		
Purchasing Department		

Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD.
McALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

March 21, 2012

Valde Guerra
Hidalgo County Executive Office
2818 S. Business Hwy 281
Edinburg, Texas 78539

Via Hand Delivery

RE: North Branch Drain
Parcels 1- 41
and Schunior Drain
Parcels 1-20

Dear Mr. Guerra:

Enclosed are the following documents, one for each tract, related to the Interlocal Cooperation Agreement between Hidalgo County Irrigation District No. 1 and Hidalgo County, dated January 23, 2009 for approval by Commissioner's Court, signature and acknowledgment in front of a notary public:

1. Sixty Two (62) Quitclaim Deeds;
2. Sixty Two (62) Transfer of Easements; and
3. Sixty Two (62) Easement and Access Agreements.

The documents have been approved and executed by Hidalgo County Irrigation District No. 1. If you need assistance with the agenda item for this project, or if you have any questions, please call our office.

Very truly yours,

ATLAS & HALL, L.L.P.

By: Heather De La Garza

Enclosures

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 3/21/12 BY:

CC: 4/3/12

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND ACCESS AGREEMENT

Date:	_____, 20____
First Party:	Hidalgo County Irrigation District No. One
First Party's Mailing Address:	Hidalgo County Irrigation District No. One P. O. Box 870 Edinburg, Hidalgo County, Texas 78540
Second Party:	Hidalgo County
Second Party's Mailing Address:	Hidalgo County Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Hidalgo County, Texas 78541
First Party's Property:	That certain real property located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.
Easement Purpose:	For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property and portions thereof for access to Second Party's drainage ditches and facilities for Second Party to construct, maintain and operate Second Party's drainage ditches and facilities.
Consideration:	Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property:

For First Party and First Party's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the First Party's Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second Party and Second Party's successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's, successors, and assigns forever.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property is sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The conveyance of this Easement is made by First Party excluding any warranty of title, express of implied. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

Terms and Conditions: The following terms and conditions apply to the Easements granted by this Agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.

2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere the Easement Purpose.

3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First Party's Property without interference except as set forth in this Agreement and to use any portion of First Party's Property in exercising the Easements. Second Party may make improvements to First Party's Property, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal at accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.

4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's Property for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements granted herein to Second Party.

5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and

commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefitted by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

17. *Acceptance by Second Party Without Warranty.* Second Party, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against First Party in the event of discovery of any defects of any kind, latent or patent. Second Party acknowledges and agrees that First Party has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the First Party's Property or any portion thereof, and (1) FIRST PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) FIRST PARTY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Hidalgo County Irrigation District No. One

By:_____
Robert L. Bell, Jr., President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

FIRST PARTY:

Hidalgo County

By:_____

Its:_____

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on February 22, 2012, by Robert L. Bell, Jr., President of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, in the capacity therein stated.

ESTELLA GARZA
Notary Public, State of Texas
My Commission Expires 11-08-2012

Estella Garza
_____
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20____, by_____, _____of HIDALGO COUNTY, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT A

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
DITCH: NORTH BRANCH DRAIN
PARCEL No.: 1

A 4.69 ACRE TRACT OF LAND OUT OF LOT 12, SECTION 247, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 550843, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 12 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55'W, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 212.48 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 78°41'30"W, A DISTANCE OF 929.22 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05'W, A DISTANCE OF 36.08 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 12 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°55'W, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°45'10"E, A DISTANCE OF 1,300.70 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°55'E, ALONG THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD, A DISTANCE OF 133.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°52'52"W, A DISTANCE OF 1,234.58 FEET TO A 1/2" IROD ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 78°41'30"E, A DISTANCE OF 1,142.01 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 12 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05'W, ALONG THE EAST LINE OF LOT 12, A DISTANCE OF 21.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.69 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO BRISAS SUBDIVISION, RECORDED IN VOLUME 28, PAGE 52A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: April 20, 2009
REVISED: October 20, 2009

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM

Date:	_____, 20____
Grantor:	Hidalgo County Irrigation District No. One
Grantor's Mailing Address:	P. O. Box 870 Edinburg, Hidalgo County, Texas 78540
Grantee:	Hidalgo County
Grantee's Mailing Address:	100 E. Cano, 2nd Floor Edinburg, Hidalgo County, Texas 78539
Consideration:	Good and valuable consideration

Property (including any improvements): Those tracts of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Provided, however, in partial consideration for the conveyance herein granted by Grantor to Grantee, Grantee, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto Grantor, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across any property adjacent to the Property now owned or later acquired by Grantee, its successors or assigns, by any means including, but not limited to, purchase, threat of condemnation or by condemnation.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of Grantor's irrigation facilities, including but NOT limited to a canal and/or an

underground irrigation water conduit and related appurtenances over, under and across the Property.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

When the context requires, singular nouns and pronouns include the plural.

Hidalgo County Irrigation District No. One

By: Robert L Bell Jr
Robert L. Bell, Jr., President

Acceptance:

Grantee hereby accepts the foregoing conveyance subject to the reservations herein set forth and agreed to be bound by the terms and conditions herein.

Hidalgo County

By: _____

Its: _____

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on February 22, 2012, by Robert L. Bell, Jr., President of Hidalgo County Irrigation District No. One, in the capacity therein stated.

ESTELLA GARZA
Notary Public, State of Texas
My Commission Expires 11-08-2012

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on Feb _____, 20____, by_____, _____ of Hidalgo County, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

Exhibit A

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
DITCH: NORTH BRANCH DRAIN
PARCEL No.: 1

A 4.69 ACRE TRACT OF LAND OUT OF LOT 12, SECTION 247, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 550843, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 12 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55'W, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 212.48 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 78°41'30"W, A DISTANCE OF 929.22 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05'W, A DISTANCE OF 36.08 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 12 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°55'W, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°45'10"E, A DISTANCE OF 1,300.70 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°55'E, ALONG THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD, A DISTANCE OF 133.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°52'52"W, A DISTANCE OF 1,234.58 FEET TO A 1/2" IROD ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 78°41'30"E, A DISTANCE OF 1,142.01 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 12 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05'W, ALONG THE EAST LINE OF LOT 12, A DISTANCE OF 21.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.69 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO BRISAS SUBDIVISION, RECORDED IN VOLUME 28, PAGE 52A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: April 20, 2009
REVISED: October 20, 2009

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRANSFER OF EASEMENTS

Date: _____, 20____

Holder of Easements ("Holder"): Hidalgo County Irrigation District No. One

Holder's Mailing Address: Board of Directors
P. O. Box 870
Edinburg, Texas 78540

Transferee: Hidalgo County

Transferee's Mailing Address: Hidalgo County Judge's Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder within the property described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Consideration: Good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder sells, transfers, conveys and quitclaims to Transferee, all of Holder's right, title and interests in the Easements effective as of the Date stated above.

Transferee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Holder in the event of discovery of any defects of any kind, latent or patent. Transferee acknowledges and agrees that Holder has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) HOLDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) HOLDER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS

INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Hidalgo County Irrigation District No. One

By: _____
Robert L. Bell, Jr., President

ACCEPTED:

Hidalgo County

By: _____
Its: _____

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on 22nd day of February, 2012, by Robert L. Bell, Jr., President of Hidalgo County Irrigation District No. One, in the capacity stated therein.

ESTELLA GARZA
Notary Public, State of Texas
My Commission Expires 11-08-2012

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on ____ day of _____, 20____, by _____, _____of Hidalgo County, in the capacity stated therein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hidalgo County Judge's Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

EXHIBIT A

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
DITCH: NORTH BRANCH DRAIN
PARCEL No.: 1

A 4.69 ACRE TRACT OF LAND OUT OF LOT 12, SECTION 247, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 550843, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 12 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55'W, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 212.48 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 78°41'30"W, A DISTANCE OF 929.22 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05'W, A DISTANCE OF 36.08 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 12 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°55'W, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°45'10"E, A DISTANCE OF 1,300.70 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°55'E, ALONG THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD, A DISTANCE OF 133.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°52'52"W, A DISTANCE OF 1,234.58 FEET TO A 1/2" IROD ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 78°41'30"E, A DISTANCE OF 1,142.01 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 12 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05'W, ALONG THE EAST LINE OF LOT 12, A DISTANCE OF 21.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.69 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO BRISAS SUBDIVISION, RECORDED IN VOLUME 28, PAGE 52A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: April 20, 2009
REVISED: October 20, 2009

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND ACCESS AGREEMENT

Date:	_____, 20____
First Party:	Hidalgo County Irrigation District No. One
First Party's Mailing Address:	Hidalgo County Irrigation District No. One P. O. Box 870 Edinburg, Hidalgo County, Texas 78540
Second Party:	Hidalgo County
Second Party's Mailing Address:	Hidalgo County Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Hidalgo County, Texas 78541
First Party's Property:	That certain real property located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.
Easement Purpose:	For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property and portions thereof for access to Second Party's drainage ditches and facilities for Second Party to construct, maintain and operate Second Party's drainage ditches and facilities.
Consideration:	Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property:

For First Party and First Party's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the First Party's Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second Party and Second Party's successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's, successors, and assigns forever.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property is sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The conveyance of this Easement is made by First Party excluding any warranty of title, express of implied. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

Terms and Conditions: The following terms and conditions apply to the Easements granted by this Agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.

2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere the Easement Purpose.

3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First Party's Property without interference except as set forth in this Agreement and to use any portion of First Party's Property in exercising the Easements. Second Party may make improvements to First Party's Property, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal at accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.

4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's Property for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements granted herein to Second Party.

5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and

commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefitted by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

17. *Acceptance by Second Party Without Warranty.* Second Party, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against First Party in the event of discovery of any defects of any kind, latent or patent. Second Party acknowledges and agrees that First Party has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the First Party's Property or any portion thereof, and (1) FIRST PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) FIRST PARTY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Hidalgo County Irrigation District No. One

By: Robert L Bell L
Robert L. Bell, Jr., President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

FIRST PARTY:

Hidalgo County

By:_____

Its:_____

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on February 22, 2012 by Robert L. Bell, Jr., President of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, in the capacity therein stated.

ESTELLA GARZA
Notary Public, State of Texas
My Commission Expires 11-08-2012

_____
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20_____ by_____, _____ of HIDALGO COUNTY, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT A

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
DITCH: SCHUNIOR DRAIN
PARCEL No.: 1

A 4.78 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 249, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 21, AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED RECORDED IN VOLUME 182, PAGE 642, AND SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1219724, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF ALAMO ROAD (F.M. 907) AND THE NORTH RIGHT OF WAY LINE OF RICHARDSON BLVD. (F.M. 2128) FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°13'30" E, 35.00 FEET, AND N 08°49' E, 50.00 FEET FROM THE SOUTHWEST CORNER OF LOT 13.

THENCE; N 36°12'15" W, ALONG THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 35.34 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°49' E, ALONG THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°13'30" E, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°49' E, ALONG THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 105.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 1, AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION (RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°13'30" E, ALONG THE SOUTH LINE OF LOTS 1 THRU 9, AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, A DISTANCE OF 1,300.00 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 13 FOR THE SOUTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°49' W, ALONG THE EAST LINE OF LOT 13, A DISTANCE OF 160.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED

RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF RICHARDSON BLVD. (F.M. 2128) FOR THE SOUTHEAST CORNER OF THIS TRACT.

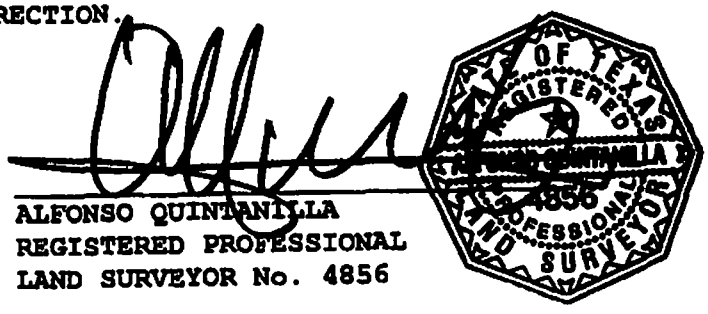
THENCE; N 81°13'30" W, ALONG THE NORTH RIGHT OF WAY LINE OF RICHARDSON BLVD. (F.M. 2128), A DISTANCE OF 1,285.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.78 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: August 20, 2010



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM

Date:	_____, 20_____
Grantor:	Hidalgo County Irrigation District No. One
Grantor's Mailing Address:	P. O. Box 870 Edinburg, Hidalgo County, Texas 78540
Grantee:	Hidalgo County
Grantee's Mailing Address:	100 E. Cano, 2nd Floor Edinburg, Hidalgo County, Texas 78539
Consideration:	Good and valuable consideration

Property (including any improvements): Those tracts of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Provided, however, in partial consideration for the conveyance herein granted by Grantor to Grantee, Grantee, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto Grantor, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across any property adjacent to the Property now owned or later acquired by Grantee, its successors or assigns, by any means including, but not limited to, purchase, threat of condemnation or by condemnation.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of Grantor's irrigation facilities, including but NOT limited to a canal and/or an

underground irrigation water conduit and related appurtenances over, under and across the Property.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

When the context requires, singular nouns and pronouns include the plural.

Hidalgo County Irrigation District No. One

By: _____
Robert L. Bell, Jr., President

Acceptance:

Grantee hereby accepts the foregoing conveyance subject to the reservations herein set forth and agreed to be bound by the terms and conditions herein.

Hidalgo County

By: _____

Its: _____

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on February 22, 2012 by Robert L. Bell, Jr., President of Hidalgo County Irrigation District No. One, in the capacity therein stated.

ESTELLA GARZA
Notary Public, State of Texas
My Commission Expires 11-08-2012

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20_____ by_____, _____ of Hidalgo County, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

Exhibit A

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
DITCH: SCHUNIOR DRAIN
PARCEL No.: 1

A 4.78 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 249, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 21, AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED RECORDED IN VOLUME 182, PAGE 642, AND SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1219724, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF ALAMO ROAD (F.M. 907) AND THE NORTH RIGHT OF WAY LINE OF RICHARDSON BLVD. (F.M. 2128) FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°13'30" E, 35.00 FEET, AND N 08°49' E, 50.00 FEET FROM THE SOUTHWEST CORNER OF LOT 13.

THENCE; N 36°12'15" W, ALONG THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 35.34 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°49' E, ALONG THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°13'30" E, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°49' E, ALONG THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 105.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 1, AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION (RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°13'30" E, ALONG THE SOUTH LINE OF LOTS 1 THRU 9, AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, A DISTANCE OF 1,300.00 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 13 FOR THE SOUTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°49' W, ALONG THE EAST LINE OF LOT 13, A DISTANCE OF 160.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED

RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF RICHARDSON BLVD. (F.M. 2128) FOR THE SOUTHEAST CORNER OF THIS TRACT.

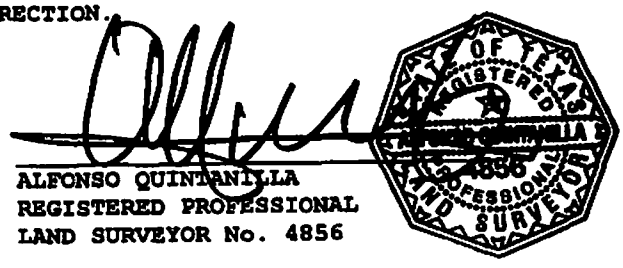
THENCE; N 81°13'30" W, ALONG THE NORTH RIGHT OF WAY LINE OF RICHARDSON BLVD. (F.M. 2128), A DISTANCE OF 1,285.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.78 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: August 20, 2010



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRANSFER OF EASEMENTS

Date: _____, 20_____

Holder of Easements ("Holder"): Hidalgo County Irrigation District No. One

Holder's Mailing Address: Board of Directors
P. O. Box 870
Edinburg, Texas 78540

Transferee: Hidalgo County

Transferee's Mailing Address: Hidalgo County Judge's Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder within the property described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Consideration: Good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder sells, transfers, conveys and quitclaims to Transferee, all of Holder's right, title and interests in the Easements effective as of the Date stated above.

Transferee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Holder in the event of discovery of any defects of any kind, latent or patent. Transferee acknowledges and agrees that Holder has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) HOLDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) HOLDER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS

INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Hidalgo County Irrigation District No. One

By: Robert L Bell Jr
Robert L. Bell, Jr., President

ACCEPTED:

Hidalgo County

By: _____
Its: _____

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on 22nd day of February, 20 12, by Robert L. Bell, Jr., President of Hidalgo County Irrigation District No. One, in the capacity stated therein.

ESTELLA GARZA
Notary Public, State of Texas
My Commission Expires 11-08-2012

Estella Garza
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____ day of _____, 20_____, by _____, _____of Hidalgo County, in the capacity stated therein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hidalgo County Judge's Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

EXHIBIT A

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
DITCH: SCHUNIOR DRAIN
PARCEL No.: 1

A 4.78 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 249, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 21, AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED RECORDED IN VOLUME 182, PAGE 642, AND SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1219724, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF ALAMO ROAD (F.M. 907) AND THE NORTH RIGHT OF WAY LINE OF RICHARDSON BLVD. (F.M. 2128) FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°13'30" E, 35.00 FEET, AND N 08°49' E, 50.00 FEET FROM THE SOUTHWEST CORNER OF LOT 13.

THENCE; N 36°12'15" W, ALONG THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 35.34 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°49' E, ALONG THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°13'30" E, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°49' E, ALONG THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 105.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 1, AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION (RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°13'30" E, ALONG THE SOUTH LINE OF LOTS 1 THRU 9, AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, A DISTANCE OF 1,300.00 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 13 FOR THE SOUTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°49' W, ALONG THE EAST LINE OF LOT 13, A DISTANCE OF 160.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED

RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF RICHARDSON BLVD. (F.M. 2128) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°13'30" W, ALONG THE NORTH RIGHT OF WAY LINE OF RICHARDSON BLVD. (F.M. 2128), A DISTANCE OF 1,285.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.78 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED PLAT OF FALCON'S CREST GARDENS SUBDIVISION, RECORDED IN VOLUME 46, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: August 20, 2010

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

Monica Badillo

From: Heather De La Garza <hdelagarza@atlashall.com>
Sent: Friday, March 30, 2012 4:29 PM
To: monica.badillo@co.hidalgo.tx.us
Cc: Steve Crain
Subject: RE: HCID NO. 1/HIdalgo County Drainage Project

Monica,

We are printing out copies of the metes and bounds for each tract. Marynel will run them over to you on Monday. We don't have the information on fair market value of each property. All I have are the metes and bounds and survey maps of each property.

Regards,
Heather

Heather De La Garza
Attorney
ATLAS & HALL, L.L.P.
818 Pecan (78501)
P.O. Box 3725
McAllen, Texas 78502
(956) 682-5501
(956) 686-6109 (fax)
www.atlashall.com

E-MAIL NOTICE - This transmission may be: (1) subject to the attorney-client privilege, (2) subject to the attorney work product exception, or 3) contain confidential information. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this e-mail in error, please reply and notify the sender (only) of your deletion of this message. An unauthorized interception of this e-mail is a violation of federal law.

This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE
AND HIDALGO COUNTY

THIS Agreement is made on this the 23rd day of January, 2009 by and between HIDALGO COUNTY, hereinafter referred to as "Hidalgo County" and HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Irrigation District has rights and interests in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas, some of which are more particularly described in Exhibit "A" (the "Irrigation Facilities" or "Irrigation Facility");

WHEREAS, Irrigation District has rights and interests in property consisting of drainage facilities and land immediately adjacent to such drainage facilities (the "Ditches") which are located adjacent to or relatively near the Irrigation Facilities for the purpose of drainage, the description of which is attached hereto as Exhibit "B";

WHEREAS, Hidalgo County, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

WHEREAS, the majority of the drainage water that enters into the Ditches originates from Hidalgo County;

WHEREAS, Irrigation District and Hidalgo County desire that Hidalgo County and Irrigation District jointly use the Ditches, that Hidalgo County maintain and improve all of the Ditches and that Irrigation District will later convey to Hidalgo County the Ditches for drainage purposes;

WHEREAS, Irrigation District desires to grant a non-exclusive easement to Hidalgo County in, over and across the Irrigation Facilities to the extent it is reasonably necessary to access the Ditches for the maintenance, operation, expansion or repair of the Ditches (the "Easement");

WHEREAS, Hidalgo County desires to maintain and operate the Ditches in order for the Ditches to adequately serve the drainage needs of Hidalgo County;

WHEREAS, Irrigation District will benefit from the improvements to the Ditches and Hidalgo County's maintenance and operation thereof; and

WHEREAS, Hidalgo County has determined it would be in the best interest of residents of Hidalgo County for Hidalgo County to expand, repair, maintain and operate the Ditches described above.

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

1. Irrigation District grants Hidalgo County a non-exclusive easement to jointly use the Ditches for the purpose of expansion, repair, maintenance or operation of the Ditches and Irrigation District shall execute the Easement attached hereto as Exhibit C within ten (10) days of the date of this Agreement. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

2. Within six months of the date of this Agreement, Hidalgo County, will, at the sole expense of Hidalgo County begin to obtain surveys of the Irrigation Facilities and the Ditches in order to secure metes and bounds descriptions of both the Irrigation Facilities and Ditches. Hidalgo County will have a period of five (5) years to complete such surveys and legal descriptions.

3. Irrigation District, during such five (5) year period described in numbered paragraph 2, upon presentation by Hidalgo County of surveyed metes and bound descriptions of various phases of the Ditches shall grant, sell, transfer and convey to Hidalgo County the Ditches and shall execute for each such phase of the Ditches so surveyed and described a quitclaim deed to Hidalgo County in substantially the form attached hereto as Exhibit D-1 and a Transfer of Easement in substantially the form attached hereto as Exhibit D-2. Such quitclaim and transfer of easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

4. Irrigation District shall attempt to locate and find persons with knowledge of each phase of the surveyed metes and bounds description of the Ditches presented by Hidalgo County of Irrigation District's open, notorious and continuous use of the Ditches for an uninterrupted period of at least ten (10) years and shall use its best efforts to cause such persons with knowledge to execute affidavits in substantially the form of the affidavit attached hereto as Exhibit "E" (the "Affidavit") for each of the Ditches. Irrigation District shall use its best efforts to have the Affidavit executed and present same to Hidalgo County within ten (10) days following the date of presentment of the request for Affidavit by Hidalgo County.

5. Irrigation District will execute the document substantially in the form attached hereto as Exhibit "F" conveying an easement to Hidalgo County for access to, construction, maintenance, repair and operation of the Ditches and drainage facilities within ten (10) days following the date of presentment of same by Hidalgo County. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

6. Irrigation District further agrees, that on or after the date of this Agreement, it will not transfer or convey any rights to or in any Irrigation Facilities (as specifically limited and defined herein) adjacent to Ditches not previously transferred to Hidalgo County to any party without first offering, in writing, the Irrigation Facility to Hidalgo County at the same cost and under the same terms as in the offer presented to Irrigation District. Hidalgo County shall have thirty (30) days to determine whether Hidalgo County desires to accept or reject such offer. If Hidalgo County does not respond to the offer by Irrigation District in this numbered paragraph 6 within thirty (30) days of receipt, then Irrigation District may transfer such Irrigation Facility offered to Hidalgo County without any claim by Hidalgo County to such Irrigation Facility. Provided, however, the rights granted in this Paragraph 6 are subject to Irrigation District's policy of offering surplus property first to adjoining property owners. In the event no adjoining property owner elects to purchase such Irrigation Facilities then in that event, Irrigation District would be required to offer such Irrigation Facilities to Hidalgo County prior to any other (non-adjacent) party.

7. The acquisition of additional right of way for the expansion of any of the Ditches will be the sole responsibility and cost of Hidalgo County.

8. Hidalgo County shall allow connections of any agricultural use field drain or agricultural sub soil drain to the Ditches provided that such field drain or agricultural or sub soil drain is draining agricultural lands and no significant part of any such land is used for any non agricultural use. It shall not be necessary for the owner of any such field drain or sub soil drain to file an application with Hidalgo County for such use. As used herein "agricultural use" would include the homestead and equipment storage facility for the owner of the land. Upon any subdivision of any such agricultural use property, applicable subdivision regulations at the time of such subdivision with respect to the continued availability of the use of such drains or the requirement of new drains for any such subdivisions must be followed.

9. The design for the improvements and expansion of the Ditches will be the sole responsibility and cost of Hidalgo County.

10. Hidalgo County shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance and operation of the Ditches conveyed by Irrigation District to Hidalgo County.

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

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

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

14. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

15. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to Hidalgo County:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78541

If to Irrigation District:
Hidalgo County Irrigation District No. One
Attention: Board of Directors
P. O. Box 870
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all

purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

19. **Assignment.** This Agreement shall not be assignable provided, however, Hidalgo County may assign this Agreement to Hidalgo County Drainage District No. 1 and/or its successors.

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

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

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

23. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

HIDALGO COUNTY

By: _____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

By: _____
Robert L. Bell, Jr., President

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

All irrigation facilities, including but not limited to irrigation ditches, pipelines, pumps and gates, which are located in the following described two areas in Hidalgo County, Texas:

Area 1: An area described as Rogers Road for the Northern boundary of Area 1 Mile 17½ for the southern boundary of Area 1, Rooth Road for the western boundary of Area 1, and McColl Road for the eastern boundary of Area 1; and

Area 2: An area described as Monte Christo Road for the Northern boundary of Area 2, Curve Road for the southern boundary of Area 2, Doolittle Road for the western boundary of Area 2 and FM 493 for the eastern boundary of Area 2.

Exhibit B

All drainage facilities and land immediately adjacent thereto, other than Irrigation Facilities, (as described on Exhibit A), whether held by fee or easement, by Hidalgo County Irrigation District No. One located in the following described two areas in Hidalgo County:

Area 1: An area described as Rogers Road for the Northern boundary of Area 1 Mile 17½ for the southern boundary of Area 1, Rooth Road for the western boundary of Area 1, and McColl Road for the eastern boundary of Area 1; and

Area 2: An area described as Monte Christo Road for the Northern boundary of Area 2, Curve Road for the southern boundary of Area 2, Doolittle Road for the western boundary of Area 2 and FM 493 for the eastern boundary of Area 2.

Exhibit C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §

EASEMENT

COUNTY OF HIDALGO §

That Hidalgo County Irrigation District No. One ("Grantor") for and in consideration of good and valuable consideration to it in hand paid by Hidalgo County ("Grantee"), the receipt of which is hereby acknowledged and confessed, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto the said Grantee, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across those certain tracts of land situated in Hidalgo County, Texas, described as follows, to wit:

Those drainage facilities and land immediately adjacent to such drainage facilities which are located adjacent to or relatively near Hidalgo County Irrigation District No. One's irrigation facilities within two specific tracts of land in Hidalgo County Irrigation District No. One. Such two tracts of land being more particularly described on Exhibit A which is attached hereto for all purposes (the "Property").

FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NECESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS

AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT BUT SUCH USE AND CONTROL SHALL NOT INCLUDE THE BERM AREAS TO BE ESTABLISHED BY GRANTEE.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO GRANTEE, ITS SUCCESSORS OR ASSIGNS; THIS EASEMENT BEING CONDITIONED, HOWEVER, THAT THE TITLE IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LAND SHALL BE AND REMAIN VESTED IN THE PRESENT OWNERS, THEIR HEIRS OR ASSIGNS, WITHOUT, HOWEVER, ANY RIGHT WHATEVER REMAINING TO GRANTOR OF INGRESS AND EGRESS TO OR FROM THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING, DRILLING, DEVELOPING OR MINING OF THE SAME. THE CONVEYANCE OF THIS EASEMENT IS MADE BY GRANTOR WITHOUT ANY WARRANTY OF TITLE, EXPRESSED OR IMPLIED. ALL WARRANTIES THAT MIGHT ARISE BY COMMON LAW AS WELL AS THE WARRANTIES IN SECTION 5.023 OF THE TEXAS PROPERTY CODE (OR ITS SUCCESSOR) ARE EXCLUDED.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of Grantor's irrigation facilities, including but not limited to a canal and/or an underground irrigation water conduit and related appurtenances over, under and across the Property.

In addition, in partial consideration for the Easement herein granted by Grantor to Grantee, Grantee has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto Grantor, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across any property adjacent to the Property now owned or later acquired by Grantee, its successors or assigns, by any means including, but not limited to, purchase, threat of condemnation or by condemnation. The sole purpose for the easement herein granted by Grantee to Grantor across Grantee's property ("Grantee's Property") shall be for Grantor's access (vehicular and pedestrian) for ingress and egress across Grantee's Property to reach the Property. The easement herein granted in favor of Grantor across Grantee's Property shall continue as long as Grantor is utilizing the Property for construction, operation, maintenance, reconstruction, replacement and/or removal of the irrigation facilities on the Property.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS,

ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

WITNESS our hands this the _____ day of _____, 2009.

[Signature Page to Follow]

GRANTOR:

Hidalgo County Irrigation District No. One

BY: _____
Robert L. Bell, Jr., President

GRANTEE:

HIDALGO COUNTY

By:_____
Its:_____

(ACKNOWLEDGEMENT)

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the ____ day of _____, 20__.

_____
Notary Public State of Texas

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the ____ day of _____, 20___.

_____
Notary Public State of Texas

Exhibit D-1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM

Date:	_____, 20___
Grantor:	Hidalgo County Irrigation District No. One
Grantor's Mailing Address:	P. O. Box 870 Edinburg, Hidalgo County, Texas 78540
Grantee:	Hidalgo County
Grantee's Mailing Address:	100 E. Cano, 2nd Floor Edinburg, Hidalgo County, Texas 78539
Consideration:	Good and valuable consideration

Property (including any improvements): Those tracts of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Provided, however, in partial consideration for the conveyance herein granted by Grantor to Grantee, Grantee, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto Grantor, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across any property adjacent to the Property now owned or later acquired by Grantee, its successors or assigns, by any means including, but not limited to, purchase, threat of condemnation or by condemnation.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and

removal of Grantor's irrigation facilities, including but NOT limited to a canal and/or an underground irrigation water conduit and related appurtenances over, under and across the Property.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

When the context requires, singular nouns and pronouns include the plural.

Hidalgo County Irrigation District No. One

By:_____
Robert L. Bell, Jr., President

Acceptance:

Grantee hereby accepts the foregoing conveyance subject to the reservations herein set forth and agreed to be bound by the terms and conditions herein.

Hidalgo County

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20___ by_____, of Hidalgo County Irrigation District No. One, in the capacity therein stated.

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20___ by_____, of Hidalgo County, in the capacity therein stated.

_____
Notary Public, State of Texas

Exhibit D-2

TRANSFER OF EASEMENTS

Date:	_____, 20___
Holder of Easements ("Holder"):	Hidalgo County Irrigation District No. One
Holder's Mailing Address:	Board of Directors P. O. Box 870 Edinburg, Texas 78540
Transferee:	Hidalgo County
Transferee's Mailing Address:	Hidalgo County Judge's Office Administration Building P. O. Box 1356 Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder within the property described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Consideration: Good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder sells, transfers, conveys and quitclaims to Transferee, all of Holder's right, title and interests in the Easements effective as of the Date stated above.

Transferee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Holder in the event of discovery of any defects of any kind, latent or patent. Transferee acknowledges and agrees that Holder has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) HOLDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) HOLDER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Hidalgo County Irrigation District No. One

By: _____
Robert L. Bell, Jr., President

ACCEPTED:

Hidalgo County

By: _____
Juan De Dios ("J.D.") Salinas, III,
Chairman Board of Directors

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on ___ day of _____, 2008 by of Hidalgo County Irrigation District No. One, in the capacity stated therein.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on ___ day of _____, 2008 by of Hidalgo County, in the capacity stated therein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hidalgo County Judge's Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

Exhibit E

AFFIDAVIT

DATE: _____, 20____

AFFIANT: _____

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant has personal knowledge that the real property known as _____ and as identified in the attached Exhibit A has been used as a drainage ditch ("Drainage Ditch") by Hidalgo County Irrigation District No. One for more than ten (10) years and that such Drainage Ditch has been exclusively and continuously used by Hidalgo County Irrigation District No. One for drainage purposes of land adjacent to such Drainage Ditch, including but not limited to farmland.

Affiant has personal knowledge that such Drainage Ditch has been maintained and operated for more than ten (10) years by the Hidalgo County Irrigation District No. One and to the best of his/her knowledge no individual, adjacent landowner or other entity has ever constructed, operated or maintained the Drainage Ditch for any purpose nor has any individual, adjacent landowner or entity expressed an interest or claimed any interest in such Drainage Ditch (except for the spoil created by the maintenance of the Drainage Ditch), other than Hidalgo County Irrigation District No. One.

Affiant has personal knowledge that the adjacent landowners induced the belief that each intended for the Hidalgo County Irrigation District No. One to maintain, repair, operate, possess and own all rights to the Drainage Ditch. Affiant has further personal knowledge that the Hidalgo County Irrigation District No. One has acquired, maintained and operated the Drainage Ditch by open, notorious, continuous, exclusive and adverse use for more than ten (10) years and that the use of the Drainage Ditch by Hidalgo County Irrigation District No. One has caused the public to rely on the adjacent landowner's actions or inactions to cause the Drainage Ditch to become a public benefit and that the public is better served because of the Drainage Ditch.

_____

SUBSCRIBED AND SWORN TO before me on the ___ day of _____, 20___.

_____

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2008 by _____.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

Exhibit F

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND ACCESS AGREEMENT

Date:	_____, 20___
First Party:	Hidalgo County Irrigation District No. One
First Party's Mailing Address:	Hidalgo County Irrigation District No. One P. O. Box 870 Edinburg, Hidalgo County, Texas 78540
Second Party:	Hidalgo County
Second Party's Mailing Address:	Hidalgo County Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Hidalgo County, Texas 78541
First Party's Property:	That certain real property located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.
Easement Purpose:	For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property and portions thereof for access to Second Party's drainage ditches and facilities for Second Party to construct, maintain and operate Second Party's drainage ditches and facilities.
Consideration:	Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property:

For First Party and First Party's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the First Party's Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second Party and Second Party's successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's, successors, and assigns forever.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property is sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The conveyance of this Easement is made by First Party excluding any warranty of title, express of implied. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

Terms and Conditions: The following terms and conditions apply to the Easements granted by this Agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.

2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere the Easement Purpose.

3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First Party's Property without interference except as set forth in this Agreement and to use any portion of First Party's Property in exercising the Easements. Second Party may make improvements to First Party's Property, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal at accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.

4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's Property for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements granted herein to Second Party.

5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in

this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

17.*Acceptance by Second Party Without Warranty.* Second Party, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against First Party in the event of discovery of any defects of any kind, latent or patent. Second Party acknowledges and agrees that First Party has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the First Party's Property or any portion thereof, and (1) FIRST PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) FIRST PARTY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Hidalgo County Irrigation District No. One

By:_____
Robert L. Bell, Jr., President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

FIRST PARTY:

Hidalgo County

By:_____

Its:_____

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2008 by_____, of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, in the capacity therein stated.

_____
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2008 by_____, of HIDALGO COUNTY, in the capacity therein stated.

_____
Notary Public, State of Texas

Exhibit A

All irrigation facilities, including but not limited to irrigation ditches, pipelines, pumps and gates, which are located in the following described two areas in Hidalgo County, Texas:

Area 1: An area described as Rogers Road for the Northern boundary of Area 1 Mile 17½ for the southern boundary of Area 1, Rooth Road for the western boundary of Area 1, and McColl Road for the eastern boundary of Area 1; and

Area 2: An area described as Monte Christo Road for the Northern boundary of Area 2, Curve Road for the southern boundary of Area 2, Doolittle Road for the western boundary of Area 2 and FM 493 for the eastern boundary of Area 2.

AI-31537 **5. G.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from Foremost County Mutual Insurance Company in the amount of $553.45 to settle property damages. (Headstart)

BACKGROUND

DOL: 02/21/12
Headstart-Fence Damages

Attachments

Foremost Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/20/2012 10:17 AM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Aida Alvarez Started On: 03/20/2012 09:08 AM

Final Approval Date: 03/26/2012

WARNING: Original document has an artificial watermark on reverse side.

2372125

FOREMOST®
COUNTY MUTUAL INSURANCE COMPANY

JPMorgan Chase Bank, N.A.
Dearborn, MI

74-1292
724

MAILING ADDRESS: P.O. BOX 2739, GRAND RAPIDS, MI 49501-2739

3190632

INSURED	POLICY NO.	CLAIM NO.	DATE
CHAVEZ ANTONIO	007289632401	8908002	03/13/12

THIS CHECK VOID IF NOT CASHED WITHIN 90 DAYS FROM ITS DATE.

FIVE HUNDRED FIFTY-THREE DOLLARS AND FORTY-FIVE CENTS $553.45

PAY TO THE ORDER OF ■ **HIDALGO COUNTY HEAD START**

Collision Loss on 2/21/2012

TWO MANUAL SIGNATURES REQUIRED
FOR CHECKS $100,000 AND OVER.

⑈3190632⑈ ⑆072412927⑆ 0001977 56⑈

▲ TEAR AT PERFORATION ▲

FOREMOST®
COUNTY MUTUAL INSURANCE COMPANY

INSURED CHAVEZ ANTONIO

No. 3190632

POLICY NO.	CLAIM NO.	DATE	AMOUNT
007289632401	8908002	03/13/12	$553.45

Payment of $553.45 is being made for the following loss(es) :
Property damage to fence.
CLAIM : 8908002 Property Damage loss of $553.45 - Payment - Actual Cash Value. Net payment : $553.45
Claimant : HIDALGO COUNTY HEAD STARt

MAILING ADDRESS: P.O. BOX 2739, GRAND RAPIDS, MI 49501-2739

Hidalgo County Head Start Program
P. O. BOX 0117 ● EDINBURG, TX. 78540 ● TEL: (956) 383-0706 ● FAX: (956) 380-2488

Mr. Larry Ortiz,

In reference to the damages to the fence and gate at the Palmview III Head Start center, we are estimating eight (8) hours to replace the damaged portions. This will entail two (2) maintenance staff which would be a total of sixteen (16) hours. Based on their current earning rate the total would be one hundred ninety one dollars and four cents ($191.04).

Please call me if you have additional questions.

Thank you,

Oscar Palacios,
Field Operations Director

Mr Palacios

QUOTE

Store 0516 N MCALLEN
801 TRENTON ROAD
MCALLEN, TX 78504

Phone: (956) 668-8783
Salesperson: EXR944
Reviewer:

 No. 0516-104366

SOLD TO

Name: **HIDALGO COUNTY HEAD START**
Home Phone: **(956) 383-0706**
Address: PO BOX 0117V
Work Phone: (956) 380-4180
Company Name: KEYTAG HIDALGO COUNTY HSP
City: EDINBURG
Job Description: MAXIMIZER
State: TX Zip: 78540-0117 County: HIDALGO

QUOTE

2012-03-06 11:36

Prices Valid Thru: 03/13/2012

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W03 SKU # 516-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF#	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
R01	254-037	4.00	EA	80LB MAXIMIZER CONCRETE MIX /	N	$5.67	$22.68
R02	521-186	5.00	EA	50# COMMERCIAL GRADE BLACKTOP PATCH /	N	$9.97	$49.85
						MERCHANDISE TOTAL	$72.53

END OF CARRY OUT MERCHANDISE - REF #W03

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	$72.53
SALES TAX	$0.00
TOTAL	$72.53
BALANCE DUE	$72.53

END OF ORDER No. 0516-104366

 No. 0516-104366

Customer Copy

2012-03-06 11:37 9563804180 TOTAL P.03

MAR-05-2006 04:40 HIDALGO CO. HEAD START 9563804180 P.03

CENTRAL FENCE SUPPLY

504 E. Ferguson
P.O. Box 827
Pharr, TX 78577
(956) 783-7959 / 800-491-7923
Fax # (956) 787-4311
www.CentralFenceLtd.com

Estimate

Date	Estimate #
3/6/2012	19281

Customer:

Hidalgo Head Start
Attn: Darlene or Casandra
P.O.Box 0117
Edinburg, Tx 78541
Ph# 383-0706 / Fax# 380-4180

Estimator	Project
David	Palmview 3

Qty	Description	Rate	Total
25	L.F. 7'0" Chain Link Fabric 9 gauge	3.8904	97.26T
2	Tension Bar 3/4" x 7'0"	3.61	7.22T
4	Tension Band(s) 4"	0.63	2.52T
2	Terminal Post 2 3/8" x 10'0" SCH40	31.20	62.40T
1	Terminal Post 4" x 12'0" SCH40	118.70	118.70T
2	Rail End 1 5/8" Steel	0.89	1.78T

This is an estimate, as understood, based on your drawing / information given. Please review for accuracy. We are not responsible for good faith errors. We thank you for your consideration.

Subtotal	$289.88
Sales Tax (0.0%)	$0.00
Total	$289.88

MAR-05-2006 04:40 HIDALGO CO. HEAD START 9563804180 P.02

AI-31309 **6. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Jaime Longoria

Department: COUNTY JUDGE

Information

CAPTION

Presentation and status update regarding Energy Efficiency & Conservation Strategy by Vazaldua & Associates

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 02:56 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM
Roland Garcia	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Irma Saenz Started On: 03/01/2012 02:02 PM

Final Approval Date: 03/26/2012

AI-31720 **6. B.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Yolanda Chapa

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion and update on Hidalgo County Commuter Rail District Board composition

2. Discussion, consideration, and approval of Resolution in support of Hidalgo County Commuter Rail District

BACKGROUND

The Hidalgo County Commuter Rail District desires to collaborate with Hidalgo County cities and the region of the Lower Rio Grande Valley for the creation and maintenance of a modern self supporting commuter transportation system that connects important economic, educational, medical and entertainment venues of Hidalgo County and other important venues in our region

Attachments

H. B. No. 2510

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/30/2012 01:50 PM
Budget & Management	Merlen P. Munoz	03/30/2012 01:50 PM
Roland Garcia		
Auditor's Office		
Purchasing Department		

Form Started By: Irma Saenz Started On: 03/30/2012 01:08 PM

H.B. No. 2510

AN ACT

relating to the creation, administration, powers, duties, operations, and financing of a commuter rail district; granting the authority to issue bonds; granting the power of eminent domain.

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

SECTION 1. Chapter 13, Title 112, Revised Statutes, is amended by adding Article 6550c-3 to read as follows:

Art. 6550c-3. COMMUTER RAIL DISTRICTS

Sec. 1. DEFINITIONS. In this article:

(1) "Commission" means the Texas Transportation Commission.

(2) "Commuter rail facility" means any property necessary for the transportation of passengers and baggage between points in a district. The term includes rolling stock, locomotives, stations, parking areas, and rail lines.

(3) "Creating county" means a county described by Section 2(b) of this article.

(4) "Department" means the Texas Department of Transportation.

(5) "District" means a commuter rail district created under this article.

(6) "District property" means all property the district

owns or leases under a long-term lease.

(7) "System" means all of the commuter rail and intermodal facilities leased or owned by or operated on behalf of a district.

Sec. 2. CREATION OF COMMUTER RAIL DISTRICT. (a) A commuter rail district may be created to provide commuter rail service to counties along the Texas-Mexico border.

(b) The commissioners court of a county may create a commuter rail district on adoption of an order favoring the creation.

Sec. 3. BOARD. (a) A district is governed by a board of directors. The board is responsible for the management, operation, and control of the district.

(b) The board is composed of five members. The county judge appoints one member and each county commissioner appoints one member. Each member serves a term of four years. The board may provide for the staggering of the terms of its members.

(c) The members of the board shall elect one member as presiding officer. The presiding officer may select another member to preside in the absence of the presiding officer.

(d) The presiding officer shall call at least one meeting of the board each year and may call other meetings as the presiding officer determines are appropriate.

(e) A member of the board is not entitled to compensation for serving as a member but is entitled to reimbursement for reasonable expenses incurred while serving as a member.

RESOLUTION IN SUPPORT OF HIDALGO COUNTY COMMUTER RAIL DISTRICT

WHEREAS, the Hidalgo County Commuter Rail District was created by the Hidalgo County Commissioners' Court on February 6, 2008 to promote an alternative mode of transportation for residents of the 7th most populous county; and

WHEREAS, a Feasibility Study was completed by Lockwood, Andrews, and Newman Inc. to determine whether a passenger rail system in Hidalgo County was feasible for future study; and

WHEREAS, the study supported Hidalgo County's goal of assessing the feasibility of developing a commuter rail system that connects major destinations in Hidalgo County and is accessible to residents and visitors of the greater region of the Rio Grande Valley; and

WHEREAS, the study did not include financial or funding plans other than planning-level cost estimates and discussion of the typical Federal funding process, nor did it include operating plans; and

WHEREAS, the District would like the support of the adjoining cities to work together to bring about policy, financial, physical, and institutional environments that will maximize the benefits of such a system; and

NOW THEREFORE, BE IT RESOLVED, that Hidalgo County, in conjunction with the Hidalgo County Commuter Rail District desires to collaborate with Hidalgo County cities and the region of the Lower Rio Grande Valley for the creation and maintenance of a modern self supporting commuter transportation system that connects important economic, educational, medical and entertainment venues of Hidalgo County and other important venues in our region.

Approved this _____ of _____, 2012.

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

AI-31727 **6. C.**

CC REGULAR

Meeting Date: 04/03/2012

Department: COUNTY JUDGE

Information

CAPTION

Approval of Resolution Honoring Texas State Senator Juan "Chuy" Hinojosa.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/30/2012 03:15 PM
Budget & Management	Merlen P. Munoz	03/30/2012 03:15 PM
Roland Garcia		
Auditor's Office		
Purchasing Department		

Form Started By: Angela Garcia Started On: 03/30/2012 03:10 PM

AI-31517 **7. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department: SHERIFF DEPT.

Information

CAPTION

Presentation and discussion of the 2011 Racial Profiling Report as presented by the Hidalgo County Sheriff's
Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

report.racial profiling2011

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/16/2012 08:39 AM
Budget & Management	Merlen P. Munoz	03/16/2012 11:58 AM
Manuel Chapa		03/22/2012 09:15 AM
Auditor's Office	Arcilia Duran	03/23/2012 09:12 AM
Purchasing Department	Marty Salazar	03/23/2012 09:21 AM

Form Started By: Emilia Uriegas Started On: 03/15/2012 03:33 PM

Final Approval Date: 03/23/2012

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: **Ramon Garcia, County Judge**
Hidalgo County Judge's Office

FROM: **Guadalupe "Lupe" Trevino, Sheriff**
Hidalgo County Sheriff's Office

DATE: **March 12, 2012**

RE: **Racial Profiling Report**

Attached you will find the 2011 Racial Profiling Report. It is submitted in accordance with and adherence to Article 2.133 of Texas Code of Criminal Procedure.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	HIDALGO CO. SHERIFF'S OFFICE
Reporting Date:	02/28/2012
TCLEOSE Agency Number:	215100
Chief Administrator:	GUADALUPE TREVINO, JR.
Agency Contact Information:	Mailing Address: HIDALGO CO. SHERIFF'S OFFICE P.O. Box 1228 Edinburg, Tx 78540

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

HIDALGO CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the HIDALGO CO. SHERIFF'S OFFICE from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the HIDALGO CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HIDALGO CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;

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

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

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

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

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

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***GUADALUPE TREVINO, JR.***
Chief Administrator

HIDALGO CO. SHERIFF'S OFFICE

Date: 02/28/2012

HIDALGO CO. SHERIFF'S OFFICEMotor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **10231** citation only
2. **0** arrest only
3. **0** both

4. **10231 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. **2** African
6. **4** Asian
7. **345** Caucasian
8. **9878** Hispanic
9. **0** Middle Eastern
10. **2** Native American

11. **10231 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **1** Yes
13. **10230** No

14. **10231 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **111** Yes
16. **10120** No

17. **10231 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **111** Yes
19. **0** No

20. **111 Total** (must equal line 15)

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

RACIAL PROFILING REPORT 2011

The 2011 Racial Profiling report is statistical data collected from Traffic Stops from January 1, 2011 through December 1, 2011. It is submitted in accordance with and adherence to Article 2.133 of the Texas Code of Criminal Procedure.

The information contained within this packet is available to the Public in Accordance with the Texas Open Records Act.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

TABLE OF CONTENTS

SEC. I Population

SEC. II Detention Disposition by Race

SEC. III Search Status by Race

SEC. IV Arrest by Race

SEC. V Time by Day Report by Race

SEC. VI 2010 Supplementary Survey Profile for Hidalgo County, U.S. Census Bureau

POPULATION INFORMATION

Section I: Population

Reported Population for Hidalgo County is:

- 774,769

The racial makeup by Population Numbers for Hidalgo County is:

- 702,206 Hispanics
- 60,553 White
- 7,122 Asian
- 524 Native American
- 2,777 African American

The racial makeup by Population Percentages:

- 90.6% Hispanics
- 7.8% White
- 0.9% Asian
- 0.1% Native American
- 0.4% African American

From the reported population, it is evident that Hispanics make up the largest segment of the population for Hidalgo County.

Disposition	Asian	% Race	% Disp	Black	% Race	% Disp
Citation	0	0.0%	0.0%	1	50.0%	0.1%
Field Interview	0	0.0%	0.0%	0	0.0%	0.0%
Warning	4	100.0%	0.1%	1	50.0%	0.0%
# Suspects/Actors	4	100.0%	0.0%	2	100.0%	0.0%

Disposition	Hisp.	% Race	% Disp	White	% Race	% Disp
Citation	1810	18.3%	98.1%	33	9.6%	1.8%
Field Interview	526	5.3%	97.6%	13	3.8%	2.4%
Warning	7542	76.4%	96.1%	299	86.7%	3.8%
# Suspects/Actors	9878	100.0%	96.5%	345	100.0%	3.4%

Disposition	Am.In	% Race	% Disp	Other	% Race	% Disp
Citation	0	0.0%	0.0%	1	50.0%	0.1%
Field Interview	0	0.0%	0.0%	0	0.0%	0.0%
Warning	0	0.0%	0.0%	1	50.0%	0.0%
# Suspects/Actors	0	100.0%	0.0%	2	100.0%	0.0%

Disposition	Total %	Total
Citation	18.0%	1845
Field Interview	5.3%	539
Warning	76.7%	7847
Total Suspect/Actors		10231

Examples of how to read this table:

9.6% of white suspects/actors were issued a citation.
1.8% of citations were issued to white suspects/actors.
3.4% of all suspects/actors detained were white.

Note: The race totals (e.g., the "White" column) may not add up because multiple dispositions (Stop Result Codes) are allowed per suspect.

Disposition	Asian	% Race	% Disp	Black	% Race	% Disp
Citation	0	0.0%	0.0%	1	50.0%	0.1%
Field Interview	0	0.0%	0.0%	0	0.0%	0.0%
Warning	4	100.0%	0.1%	1	50.0%	0.0%
# Suspects/Actors	4	100.0%	0.0%	2	100.0%	0.0%

Disposition	Hisp.	% Race	% Disp	White	% Race	% Disp
Citation	1810	18.3%	98.1%	33	9.6%	1.8%
Field Interview	526	5.3%	97.6%	13	3.8%	2.4%
Warning	7542	76.4%	96.1%	299	86.7%	3.8%
# Suspects/Actors	9878	100.0%	96.5%	345	100.0%	3.4%

Disposition	Am.In	% Race	% Disp	Other	% Race	% Disp
Citation	0	0.0%	0.0%	1	50.0%	0.1%
Field Interview	0	0.0%	0.0%	0	0.0%	0.0%
Warning	0	0.0%	0.0%	1	50.0%	0.0%
# Suspects/Actors	0	100.0%	0.0%	2	100.0%	0.0%

Disposition	Total %	Total
Citation	18.0%	1845
Field Interview	5.3%	539
Warning	76.7%	7847
Total Suspect/Actors		10231
Total Officer knew race prior Yes		1
Total Officer knew race prior No		10230
Total Arrest Reason Penal Code		0
Total Arrest Reason Open Warrant		0
Total Arrest Reason Traffic Viol.		0
Total Arrest Reason City Ordinance		0

Examples of how to read this table:

9.6% of white suspects/actors were issued a citation.
1.8% of citations were issued to white suspects/actors.

3.4% of all suspects/actors detained were white.

Note: The race totals (e.g., the "White" column) may not add up because multiple dispositions (Stop Result Codes) are allowed per suspect.

Detain Type	Asian	% Race	% Det.	Black	% Race	% Det.
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	4	100.0%	0.0%	2	100.0%	0.0%
# Suspects/Actors	4	100.0%	0.0%	2	100.0%	0.0%

Detain Type	Hisp.	% Race	% Det.	White	% Race	% Det.
Arrested	11	0.1%	91.7%	0	0.0%	0.0%
Released	9840	99.9%	96.3%	347	100.0%	3.4%
# Suspects/Actors	9851	100.0%	96.3%	347	100.0%	3.4%

Detain Type	Am.In	% Race	% Det.	MdEast	% Race	% Det.
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Suspects/Actors	0	100.0%	0.0%	0	100.0%	0.0%

Detain Type	Other	% Race	% Det.	Total %	Total
Arrested	1	3.7%	8.3%	0.1%	12
Released	26	96.3%	0.3%	99.9%	10219
# Suspects/Actors	27	100.0%	0.3%		10231

Examples of how to read this table:

0.1% of Hispanic suspects/actors were arrested.
91.7% of arrests were Hispanic suspects/actors.
96.3% of all suspects/actors detained were Hispanic.

Detain Type	Asian	% Race	% Det.	Black	% Race	% Det.
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	4	100.0%	0.0%	2	100.0%	0.0%
# Suspects/Actors	4	100.0%	0.0%	2	100.0%	0.0%

Detain Type	Hisp.	% Race	% Det.	White	% Race	% Det.
Arrested	11	0.1%	91.7%	0	0.0%	0.0%
Released	9840	99.9%	96.3%	347	100.0%	3.4%
# Suspects/Actors	9851	100.0%	96.3%	347	100.0%	3.4%

Detain Type	Am.In	% Race	% Det.	MdEast	% Race	% Det.
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	0	100.0%	0.0%	0	100.0%	0.0%

Detain Type	Other	% Race	% Det.	Total %	Total
Arrested	1	3.7%	8.3%	0.1%	12
Released	26	96.3%	0.3%	99.9%	10219
# Suspects/Actors	27	100.0%	0.3%		10231

Examples of how to read this table:

0.1% of Hispanic suspects/actors were arrested.
91.7% of arrests were Hispanic suspects/actors.
96.3% of all suspects/actors detained were Hispanic.

Search Status	Asian	% Race	% Srch	Black	% Race	% Srch
Consent	0	0.0%	0.0%	0	0.0%	0.0%
No Search	4	100.0%	0.0%	2	100.0%	0.0%
Probable Cause	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	4	100.0%	0.0%	2	100.0%	0.0%

Search Status	Hisp.	% Race	% Srch	White	% Race	% Srch
Consent	109	1.1%	99.1%	0	0.0%	0.0%
No Search	9741	98.9%	96.3%	347	100.0%	3.4%
Probable Cause	1	0.0%	100.0%	0	0.0%	0.0%
# Suspects/Actors	9851	100.0%	96.3%	347	100.0%	3.4%

Search Status	Am.In	% Race	% Srch	Other	% Race	% Srch
Consent	0	0.0%	0.0%	1	3.7%	0.9%
No Search	0	0.0%	0.0%	26	96.3%	0.3%
Probable Cause	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	0	100.0%	0.0%	27	100.0%	0.3%

Search Status	Total %	Total
Consent	1.1%	110
No Search	98.9%	10120
Probable Cause	0.0%	1
Total Suspects/Actors		10231

Examples of how to read this table:

1.1% of Hispanic suspects/actors consented to search.
99.1% of consensual searchs were to Hispanic suspects/actors.
96.3% of all suspects/actors detained were Hispanic.

Note: The race totals (e.g., the "White" column) may not add up because multiple Search Type Codes are allowed per suspect.

Search Status	Asian	% Race	% Srch	Black	% Race	% Srch
Consent	0	0.0%	0.0%	0	0.0%	0.0%
No Search	4	100.0%	0.0%	2	100.0%	0.0%
Probable Cause	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	4	100.0%	0.0%	2	100.0%	0.0%

Search Status	Hisp.	% Race	% Srch	White	% Race	% Srch
Consent	109	1.1%	99.1%	0	0.0%	0.0%
No Search	9741	98.9%	96.3%	347	100.0%	3.4%
Probable Cause	1	0.0%	100.0%	0	0.0%	0.0%
# Suspects/Actors	9851	100.0%	96.3%	347	100.0%	3.4%

Search Status	Am.In	% Race	% Srch	Other	% Race	% Srch
Consent	0	0.0%	0.0%	1	3.7%	0.9%
No Search	0	0.0%	0.0%	26	96.3%	0.3%
Probable Cause	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	0	100.0%	0.0%	27	100.0%	0.3%

Search Status	Total %	Total
Consent	1.1%	110
No Search	98.9%	10120
Probable Cause	0.0%	1
Total Suspects/Actors		10231

Examples of how to read this table:

1.1% of Hispanic suspects/actors consented to search.
99.1% of consensual searches were to Hispanic suspects/actors.
96.3% of all suspects/actors detained were Hispanic.

Note: The race totals (e.g., the "White" column) may not add up because multiple Search Type Codes are allowed per suspect.

Agency : HIDALGO COUNTY SHERIFF
Area : All Areas
Subdivision : All Subdivisions

Race	SUN	MON	TUE	WED	THU	FRI	SAT	Total	Hour of Day
Sex	M / F	M / F	M / F	M / F	M / F	M / F	M / F	M / F	
Asian	/	/	/	/	/	/	1 /	1 / 0	00:00-00:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	64 / 36	42 / 18	23 / 15	28 / 15	35 / 16	21 / 11	53 / 42	266 / 153	
White	7 / 2	4 /	/ 1	2 / 2	2 / 1	/	1 / 1	16 / 7	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	01:00-01:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	28 / 23	22 / 10	23 / 10	22 / 10	27 / 10	20 / 8	24 / 17	166 / 88	
White	1 /	/ 1	2 /	2 / 1	/	1 /	/	6 / 2	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	02:00-02:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	9 / 9	13 / 3	9 / 2	9 / 3	10 / 6	9 / 3	20 / 7	79 / 33	
White	1 / 1	/	1 /	/	/ 2	/ 1	1 /	3 / 4	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	03:00-03:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	1 / 1	1 /	1 / 2	1 / 2	/	3 /	5 /	12 / 5	
White	/	/	/	/	/	/	/	0 / 0	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	04:00-04:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	/	1 /	/ 1	4 /	/ 2	1 /	2 / 3	8 / 6	
White	/	/	/	/	/	/	/	0 / 0	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	05:00-05:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	/	/ 2	3 /	1 /	/	/	4 / 1	8 / 3	
White	/	/	/	/	/	/	/	0 / 0	
Other	/	/	/	/	/	/	/	0 / 0	

Agency : HIDALGO COUNTY SHERIFF
Area : All Areas
Subdivision : All Subdivisions

Race / Sex	SUN M / F	MON M / F	TUE M / F	WED M / F	THU M / F	FRI M / F	SAT M / F	Total M / F	Hour of Day
Asian	/	/	/	/	/	/	/	0 / 0	06:00-06:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	4 / 2	/	1 / 4	/	1 /	1 /	/	7 / 6	
White	/	/	/	/	/	/	/	0 / 0	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	07:00-07:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	1 / 1	3 / 1	/ 1	2 / 2	1 / 1	2 /	2 / 1	11 / 7	
White	1 /	/	/	1 /	/	/	/	2 / 0	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	08:00-08:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	16 / 3	3 / 5	5 / 2	2 / 4	8 / 9	28 / 10	12 / 7	74 / 40	
White	1 /	/	1 /	/	2 /	1 / 1	/	5 / 1	
Other	1 /	/	/	/	/	/	/	1 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	09:00-09:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	50 / 23	8 / 4	11 / 5	13 / 6	52 / 31	59 / 52	51 / 44	244 / 165	
White	1 /	/	/	/	5 / 2	/ 3	2 / 1	8 / 6	
Other	/	/	/	/	/	/	1 /	1 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	10:00-10:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	67 / 24	18 / 12	27 / 11	22 / 16	81 / 41	91 / 39	66 / 36	372 / 179	
White	1 /	2 /	/	2 /	5 / 2	2 / 5	/ 1	12 / 8	
Other	/	/	/	/	1 /	1 /	/	2 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	11:00-11:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	64 / 26	41 / 14	39 / 18	43 / 14	75 / 49	89 / 37	77 / 31	428 / 189	
White	5 /	/ 1	/	/ 1	4 / 1	3 / 4	2 /	14 / 7	
Other	/	/	/	/	/	/	/	0 / 0	

Agency : HIDALGO COUNTY SHERIFF
Area : All Areas
Subdivision : All Subdivisions

Race / Sex	SUN M / F	MON M / F	TUE M / F	WED M / F	THU M / F	FRI M / F	SAT M / F	Total M / F	Hour of Day
Asian	/	/	/	/	/	/	/	0 / 0	12:00-12:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	52 / 25	23 / 12	35 / 11	42 / 14	62 / 38	73 / 25	63 / 33	350 / 158	
White	/ 1	1 / 1	2 /	1 /	1 / 1	1 / 1	2 /	8 / 4	
Other	/	/	/	/	1 /	1 /	/	2 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	13:00-13:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	1 /	/	/	1 / 0	
Hispanic	45 / 24	37 / 16	35 / 14	25 / 16	96 / 30	47 / 27	54 / 14	339 / 141	
White	/	1 /	1 /	1 /	3 /	/	2 / 2	8 / 2	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	14:00-14:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
[illegible]k	/	/	/	/	/	/	/	0 / 0	
[illegible]anic	40 / 17	26 / 22	26 / 9	29 / 10	66 / 39	58 / 26	57 / 25	302 / 148	
White	1 /	/	/	1 /	3 / 3	2 / 2	1 /	8 / 5	
Other	1 /	1 /	/	/	/	/	1 /	3 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	15:00-15:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	37 / 18	36 / 17	18 / 12	28 / 17	66 / 32	58 / 27	56 / 24	299 / 147	
White	/	/ 1	/	/	1 / 1	1 /	/	2 / 2	
Other	1 /	/	/	/	/	/	/	1 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	16:00-16:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	15 / 6	22 / 13	23 / 7	22 / 10	36 / 18	24 / 17	19 / 10	161 / 81	
White	/ 1	1 /	/	/	2 / 1	2 /	/	5 / 2	
Other	/	/	/	/	/	/	1 /	1 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	17:00-17:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	1 /	/	1 / 0	
Hispanic	4 / 3	17 / 13	11 / 10	19 / 11	26 / 8	6 / 5	4 / 2	87 / 52	
White	/ 1	/ 1	/	2 / 1	/	2 /	1 /	5 / 3	
Other	/	/	/	/	1 /	1 /	/	2 / 0	

Agency : HIDALGO COUNTY SHERIFF
Area : All Areas
Subdivision : All Subdivisions

Race	SUN	MON	TUE	WED	THU	FRI	SAT	Total	Hour of Day
Sex	M / F	M / F	M / F	M / F	M / F	M / F	M / F	M / F	
Asian	/	/	/	/	/	/	/	0 / 0	18:00-18:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	65 / 29	31 / 9	31 / 18	25 / 17	35 / 11	41 / 17	42 / 10	270 / 111	
White	4 / 2	3 / 1	1 /	1 / 1	/	2 /	3 /	14 / 4	
Other	/	/	/	/	1 /	/	1 /	2 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	19:00-19:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	184 / 72	102 / 41	82 / 27	78 / 38	64 / 35	149 / 71	151 / 67	810 / 351	
White	7 / 4	3 / 4	5 / 1	3 / 3	4 /	5 / 1	4 / 4	31 / 17	
Other	1 /	/	/	1 /	/	1 /	/	3 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	20:00-20:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	180 / 86	91 / 41	69 / 35	79 / 36	83 / 32	167 / 58	144 / 75	813 / 363	
White	6 / 4	3 / 1	4 / 1	1 /	3 / 1	5 / 4	7 / 2	29 / 13	
Other	/	/	/	/	/	/	/ 1	0 / 1	
Asian	/	1 /	/	/	/	2 /	/	3 / 0	21:00-21:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	134 / 72	69 / 32	58 / 23	63 / 38	59 / 26	126 / 70	116 / 52	625 / 313	
White	4 / 5	4 / 3	3 /	/	3 / 1	2 / 3	1 / 2	17 / 14	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	22:00-22:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	105 / 49	58 / 25	46 / 16	47 / 25	42 / 29	108 / 65	93 / 50	499 / 259	
White	2 / 1	6 /	1 / 1	1 /	2 /	6 / 1	2 / 2	20 / 5	
Other	1 /	/	/	/	/	/	1 /	2 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	23:00-23:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	67 / 37	51 / 19	38 / 17	47 / 22	29 / 13	104 / 50	85 / 42	421 / 200	
White	5 / 2	3 /	/	4 / 1	2 /	3 / 2	2 / 4	19 / 9	
Other	1 /	/	/	/	/	3 /	2 /	6 / 0	
Total by Day	1285 / 610	748 / 343	635 / 274	674 / 336	1001 / 492	1333 / 646	1239 / 613	6915 / 3314	

DP-1 | Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

Geography: Hidalgo County, Texas

Subject	Number	Percent
SEX AND AGE		
Total population	774,769	100.0
Under 5 years	74,538	9.6
5 to 9 years	77,266	10.0
10 to 14 years	73,809	9.5
15 to 19 years	69,480	9.0
20 to 24 years	56,461	7.3
25 to 29 years	54,611	7.0
30 to 34 years	53,649	6.9
35 to 39 years	54,064	7.0
40 to 44 years	48,186	6.2
45 to 49 years	42,441	5.5
50 to 54 years	37,600	4.9
55 to 59 years	32,239	4.2
60 to 64 years	28,177	3.6
65 to 69 years	21,884	2.8
70 to 74 years	17,842	2.3
75 to 79 years	14,186	1.8
80 to 84 years	10,327	1.3
85 years and over	8,009	1.0
Median age (years)	28.3	(X)
16 years and over	534,855	69.0
18 years and over	506,285	65.3
21 years and over	467,503	60.3
62 years and over	88,455	11.4
65 years and over	72,248	9.3
Male population	376,944	48.7
Under 5 years	37,628	4.9
5 to 9 years	39,257	5.1
10 to 14 years	37,680	4.9
15 to 19 years	35,186	4.5
20 to 24 years	28,071	3.6
25 to 29 years	26,636	3.4
30 to 34 years	25,617	3.3
35 to 39 years	25,720	3.3
40 to 44 years	22,843	2.9
45 to 49 years	20,376	2.6
50 to 54 years	17,631	2.3
55 to 59 years	14,808	1.9
60 to 64 years	13,042	1.7
65 to 69 years	10,067	1.3
70 to 74 years	8,126	1.0
75 to 79 years	6,442	0.8
80 to 84 years	4,543	0.6
85 years and over	3,271	0.4

Subject	Number	Percent
Median age (years)	27.0	(X)
16 years and over	255,083	32.9
18 years and over	240,546	31.0
21 years and over	221,048	28.5
62 years and over	39,997	5.2
65 years and over	32,449	4.2
Female population	397,825	51.3
Under 5 years	36,910	4.8
5 to 9 years	38,009	4.9
10 to 14 years	36,129	4.7
15 to 19 years	34,294	4.4
20 to 24 years	28,390	3.7
25 to 29 years	27,975	3.6
30 to 34 years	28,032	3.6
35 to 39 years	28,344	3.7
40 to 44 years	25,343	3.3
45 to 49 years	22,065	2.8
50 to 54 years	19,969	2.6
55 to 59 years	17,431	2.2
60 to 64 years	15,135	2.0
65 to 69 years	11,817	1.5
70 to 74 years	9,716	1.3
75 to 79 years	7,744	1.0
80 to 84 years	5,784	0.7
85 years and over	4,738	0.6
Median age (years)	29.5	(X)
16 years and over	279,772	36.1
18 years and over	265,739	34.3
21 years and over	246,455	31.8
62 years and over	48,458	6.3
65 years and over	39,799	5.1
RACE		
Total population	774,769	100.0
One Race	764,507	98.7
White	681,649	88.0
Black or African American	4,569	0.6
American Indian and Alaska Native	2,589	0.3
Asian	7,478	1.0
Asian Indian	1,343	0.2
Chinese	628	0.1
Filipino	3,833	0.5
Japanese	256	0.0
Korean	571	0.1
Vietnamese	399	0.1
Other Asian [1]	448	0.1
Native Hawaiian and Other Pacific Islander	94	0.0
Native Hawaiian	27	0.0
Guamanian or Chamorro	43	0.0
Samoan	5	0.0
Other Pacific Islander [2]	19	0.0
Some Other Race	68,128	8.8
Two or More Races	10,262	1.3
White; American Indian and Alaska Native [3]	700	0.1
White; Asian [3]	638	0.1
White; Black or African American [3]	606	0.1
White; Some Other Race [3]	6,928	0.9
Race alone or in combination with one or more other races: [4]		
White	690,851	89.2
Black or African American	5,663	0.7
American Indian and Alaska Native	3,812	0.5

Subject	Number	Percent
Asian	8,621	1.1
Native Hawaiian and Other Pacific Islander	340	0.0
Some Other Race	76,092	9.8
HISPANIC OR LATINO		
Total population	774,769	100.0
Hispanic or Latino (of any race)	702,206	90.6
Mexican	660,820	85.3
Puerto Rican	1,707	0.2
Cuban	760	0.1
Other Hispanic or Latino [5]	38,919	5.0
Not Hispanic or Latino	72,563	9.4
HISPANIC OR LATINO AND RACE		
Total population	774,769	100.0
Hispanic or Latino	702,206	90.6
White alone	621,096	80.2
Black or African American alone	1,792	0.2
American Indian and Alaska Native alone	2,065	0.3
Asian alone	356	0.0
Native Hawaiian and Other Pacific Islander alone	45	0.0
Some Other Race alone	67,780	8.7
Two or More Races	9,072	1.2
Not Hispanic or Latino	72,563	9.4
White alone	60,553	7.8
Black or African American alone	2,777	0.4
American Indian and Alaska Native alone	524	0.1
Asian alone	7,122	0.9
Native Hawaiian and Other Pacific Islander alone	49	0.0
Some Other Race alone	348	0.0
Two or More Races	1,190	0.2
RELATIONSHIP		
Total population	774,769	100.0
In households	767,787	99.1
Householder	216,471	27.9
Spouse [6]	126,898	16.4
Child	307,531	39.7
Own child under 18 years	220,504	28.5
Other relatives	93,616	12.1
Under 18 years	44,759	5.8
65 years and over	10,007	1.3
Nonrelatives	23,271	3.0
Under 18 years	2,529	0.3
65 years and over	1,223	0.2
Unmarried partner	10,643	1.4
In group quarters	6,982	0.9
Institutionalized population	5,595	0.7
Male	4,445	0.6
Female	1,150	0.1
Noninstitutionalized population	1,387	0.2
Male	675	0.1
Female	712	0.1
HOUSEHOLDS BY TYPE		
Total households	216,471	100.0
Family households (families) [7]	179,668	83.0
With own children under 18 years	100,613	46.5
Husband-wife family	126,898	58.6
With own children under 18 years	71,611	33.1
Male householder, no wife present	12,012	5.5
With own children under 18 years	5,294	2.4
Female householder, no husband present	40,758	18.8
With own children under 18 years	23,708	11.0

Subject	Number	Percent
Nonfamily households [7]	36,803	17.0
Householder living alone	30,275	14.0
Male	14,060	6.5
65 years and over	3,992	1.8
Female	16,215	7.5
65 years and over	8,271	3.8
Households with individuals under 18 years	117,296	54.2
Households with individuals 65 years and over	51,348	23.7
Average household size	3.55	(X)
Average family size [7]	3.94	(X)
HOUSING OCCUPANCY		
Total housing units	248,287	100.0
Occupied housing units	216,471	87.2
Vacant housing units	31,816	12.8
For rent	5,234	2.1
Rented, not occupied	482	0.2
For sale only	2,774	1.1
Sold, not occupied	754	0.3
For seasonal, recreational, or occasional use	15,351	6.2
All other vacants	7,221	2.9
Homeowner vacancy rate (percent) [8]	1.8	(X)
Rental vacancy rate (percent) [9]	7.4	(X)
HOUSING TENURE		
Occupied housing units	216,471	100.0
Owner-occupied housing units	151,533	70.0
Population in owner-occupied housing units	555,160	(X)
Average household size of owner-occupied units	3.66	(X)
Renter-occupied housing units	64,938	30.0
Population in renter-occupied housing units	212,627	(X)
Average household size of renter-occupied units	3.27	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."

[6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."

[7] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.

[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.

[9] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant units "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.

Source: U.S. Census Bureau, 2010 Census.

AI-31671 **7. B.**

CC REGULAR

Meeting Date: 04/03/2012

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and Approval to apply for the FY2012 Operation Stonegarden Grant with the Department of Homeland Security, Federal Emergency Management Agency (FEMA).

BACKGROUND

Grant period is for two (2) years. Proposed budget will include overtime, operational expenses, and equipment.

Deadline for submitting application is April 17, 2012.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-047-X-XXX

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

BUDGETARY IMPACT:

Approval to apply for the FY 2012 Operation Stonegarden Grant
No local cash match is required.

Attachments

2012.OSG

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/28/2012 11:48 AM
Budget & Management	Merlen P. Munoz	03/28/2012 11:56 AM
Manuel Chapa	Manuel Chapa	03/28/2012 01:08 PM
Auditor's Office	Angela Garcia	03/29/2012 10:11 AM
Manuel Chapa	Manuel Chapa	03/29/2012 10:40 AM
Purchasing Department	Marty Salazar	03/29/2012 03:28 PM

Form Started By: Emilia Uriegas Started On: 03/28/2012 10:38 AM

Final Approval Date: 03/29/2012

FEMA

FY 2012 Homeland Security Grant Program (HSGP)

- Program Overview
- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Operation Stonegarden (OPSG)
- Additional Information

Program Overview

The FY 2012 HSGP plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). The following are descriptions of each HSGP component programs. HSGP is comprised of three interconnected grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Operation Stonegarden (OPSG)

Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

State Homeland Security Program (SHSP)

Total Funding Available in FY 2012: $294,000,000

Purpose: SHSP supports the implementation of state Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. SHSP also provides funding to implement initiatives in the State Preparedness Report.

Eligible Applicants: The State Administrative Agency (SAA) is the only entity eligible to apply to FEMA for SHSP funds. Recipients include all 50 states, the District of Columbia, Puerto Rico, American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands.

Program Awards: The allocation methodology for FY 2012 SHSP is based on three factors: minimum amounts as legislatively mandated, DHS' risk methodology, and anticipated effectiveness based on the strength of the Investment Justification (IJ). Each State and territory will receive a minimum allocation under SHSP using the thresholds established in the 9/11 Act. All 50 States, the District of Columbia, and Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP. Four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S.

Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the Homeland Security Act of 2002, as amended by the 9/11 Act, for SHSP.

Urban Areas Security Initiative (UASI)

Total Funding Available in FY 2012: $490,376,000

Purpose: UASI program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

Eligible Applicants: The SAA is the only entity eligible to apply to FEMA for UASI funds. A total of 31 high-threat, high-density urban areas are eligible for funding under the FY 2012 UASI program.

Program Awards: The allocation methodology for FY 2012 UASI is based on DHS' risk methodology and anticipated effectiveness based on the strength of the IJ. Eligible candidates for the FY 2012 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous metropolitan statistical areas in the United States, in accordance with the 9/11 Act.

Operation Stonegarden (OPSG)

Total Funding Available in FY 2012: $46,600,000

Purpose: OPSG funds are intended to enhance cooperation and coordination among local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as states and territories with international water borders.

Eligible Applicants: The SAA is the only entity eligible to apply to FEMA for OPSG funds. Local units of government at the county level and federally-recognized tribal governments in the states bordering Canada (including Alaska), southern states bordering Mexico, and states and territories with International water borders may apply for FY 2012 OPSG funds through their SAA.

Program Awards: FY 2012 OPSG allocations will be made competitively to designated localities within U.S. border states based on risk analysis and the anticipated feasibility and effectiveness of proposed investments by the applicants.

Additional Information

- FY 2012 HSGP Funding Opportunity Announcement (PDF 459KB, TXT 210KB)
- FY 2012 HSGP FAQs (PDF 56KB, TXT 10KB)
- FY 2012 HSGP Fact Sheet (PDF 404KB, TXT 13KB)
- FY 2012 HSGP Investment Justification Planning Worksheet (PDF 114KB, TXT 32KB)
- FY 2012 HSGP OPSG Operations Order Template (PDF 29KB, TXT 6KB)
- FY 2012 HSGP Supplemental Resource: Children in Disaster Guidance (PDF 204KB, TXT 47KB)
- FY 2012 HSGP Supplemental Resource: Cyber Security Guidance (PDF 111KB, TXT 20KB)
- FY 2012 HSGP Supplemental Resource: Domestic Nuclear Detection Office (PDF 614KB, TXT 57KB)
- FY 2012 HSGP Supplemental Resource: Baseline Capabilities for State and Major Urban Area Fusion Centers (PDF 3.2MB, TXT 232KB)
- FY 2012 HSGP Supplemental Resource: Integrated Public Alert and Warning Guidance (PDF 190KB, TXT 29KB)
- FY 2012 HSGP Supplemental Resource: Law Enforcement Information Sharing Service Guidance (PDF 63KB, TXT 3KB)
- FY 2012 HSGP Supplemental Resource: National Information Exchange Guidance (PDF 73KB, TXT 8KB)
- FY 2012 HSGP Supplemental Resource: ND Grants Grantee Registration Instructions (PDF 607KB, TXT 2KB)
- FY 2012 HSGP Supplemental Resource: ND Grants Online Grantee Tutorials (PDF 59KB, TXT 3KB)
- FY 2012 HSGP Supplemental Resource: SAFECOM Guidance (PDF 71KB, TXT 5KB)
- FY 2012 HSGP Supplemental Resource: Support for Public-Private Collaboration (PDF 149KB, TXT 167KB)

Preparedness (Non-Disaster) Grants Home

Medrano; Darla Canfield; Terry Simons
Cc: MOISE, KRAIG E; OCHOA, MATTHEW R; SANCHEZ, HUGO J; Laura; CLANTON, HARRIS D; CABALLERO, ANDRES; Ryan Skelton
Subject: RE: 2012 Operation Stonegarden Grant

All,

The 2012 Operation Stonegarden (OPSG) Grant Funding Opportunity Announcement and Op Order Template were recently released by FEMA/DHS. A copy of both is attached.

Operation Stonegarden (OPSG) provides funding to designated localities to enhance cooperation and coordination between federal, state, local, tribal, and territorial law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with International water borders.

NOTE: The period of performance for this grant program has been reduced from 36 to 24 months for the FY 2012 program.

With the above referenced change, it is imperative that eligible counties begin the process of preparing Operation Orders (Initial Applications) for submission to your US Customs and Border Patrol Representative.

A deadline of **April 17, 2012**, has been set as the date all Operation Orders (Initial Application), must be submitted to the State Administrative Agency (SAA).

If you have any questions or need more information, please feel free to give me a call or send me an email.

Thank You,
Arturo O. Mendez
Grant Coordinator
Texas Homeland Security/
State Administrative Agency
Phone: 512-377-0022
Fax: 512-206-3137

AI-31570 **9. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Juan Martinez

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2011 Rural Emergency Services Local Agreement(s) with:

1.) City of Hidalgo

BACKGROUND

2-1100-422-20-300-008-0-841

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-110-422-20-300-008-0-841

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

BUDGETARY IMPACT:

Attachments

City of Hidalgo.2011 Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 01:19 PM
Roland Garcia	Rolando Garcia	03/23/2012 02:15 PM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Yolanda Orozco Started On: 03/21/2012 10:37 AM

Final Approval Date: 03/26/2012

Interlocal Cooperation Agreement between City of Hidalgo and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 27 day of September 2011, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Hidalgo, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 27th day of September, 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on September 27, 2011 and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire <u>excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).</u>

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **excluding** Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **excluding** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) excluding passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity excluding Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**

6.1.4.I. CATEGORY I. **A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

6.1.4.II. CATEGORY II. **A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

6.1.4.III CATEGORY III. **A Rate of $ 425.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **BEE ATTACK**

.3 **PETROLEUM BASED INCIDENT STANDBY**

.4 **WIRELINE INCIDENTS (ELECTRICAL)**

6.1.4.IV. CATEGORY IV. At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

.3 **HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

6.1.4.V. CATEGORY V. At a rate of $**125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

.4 **RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.5 **WIRELINE INCIDENTS (NON-ELECTRICAL)**

.6 **PALM TREE FIRE (NON-MOVING VEGITATION)**

.7 **MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

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

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity CITY OF HIDALGO
704 E. TEXANO DR.
HIDALGO, Texas 78557

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

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

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

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

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF HIDALGO

By: John David Franz, Mayor

September 27, 2011
Date

ATTEST:

City Secretary, Joe Vera

COUNTY OF HIDALGO

Ramon Garcia, County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By: _____
Stephen L. Crain

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES ____ NO: ____

COMMENTS: _____

_____

_____

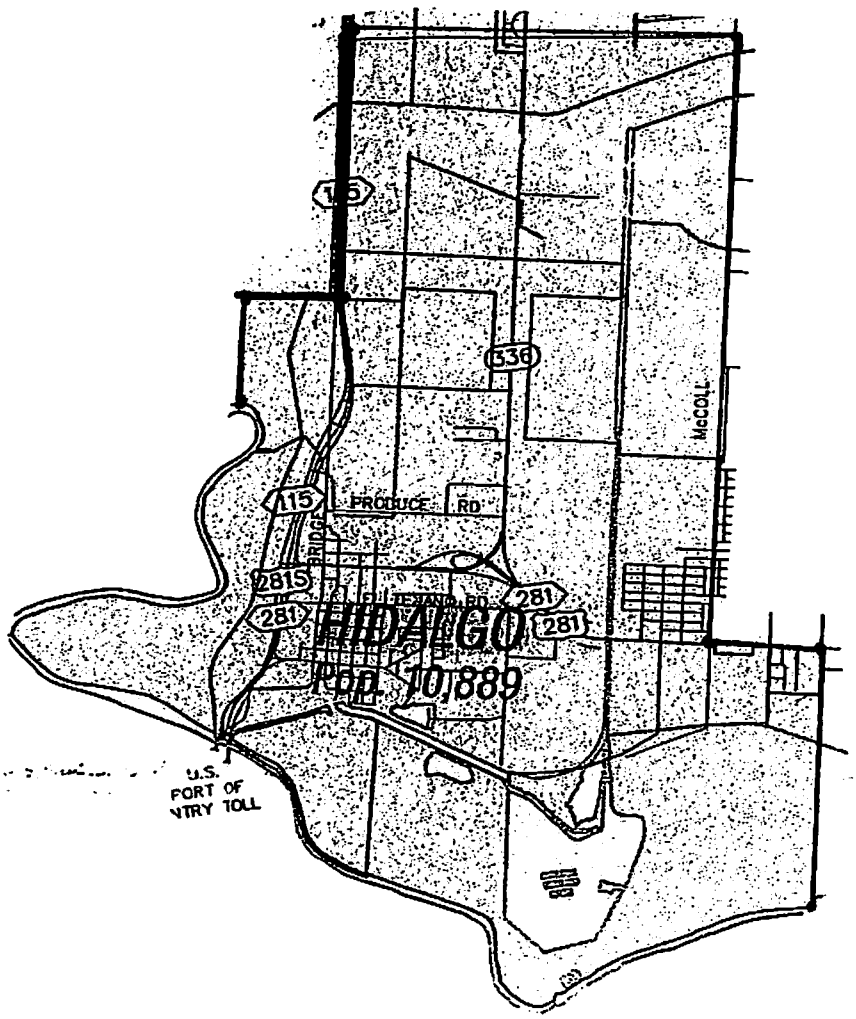
Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


536
McCOLL
115
PRODUCE RD
281S
281
TEXAN RD
281
281
HIDALGO
Pop. 10,889
U.S.
PORT OF
NTRY TOLL

AI-31633 **10. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department: IT DEPARTMENT

Information

CAPTION

Discussion, consideration, and approval to request a donation of 7 computers from the Health & Human Services Commission.

BACKGROUND

Attachments

Donation Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/26/2012 09:09 AM
Erika Zamora	Erika Zamora	03/30/2012 03:14 PM
Budget & Management	Merlen P. Munoz	03/26/2012 09:09 AM
Erika Zamora	Erika Zamora	03/30/2012 03:14 PM
Auditor's Office		
Purchasing Department		

Form Started By: Griselda Salazar Started On: 03/23/2012 03:38 PM

COUNTY of HIDALGO, Texas
Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539
956-292-7010
www.co.hidalgo.tx.us



March 23, 2012

Sonia Reyes
Health & Human Services Commission
Inventory Coordinator
2520 South I Road
Edinburg, TX 78539

cc: Leonel Vela Jr.
Health & Human Services Commission
Regional Coordinator
4501 W. Business Hwy 83
McAllen, Texas 78501

Re: Computers for San Carlos Community Resource Center

Dear Mr. Vela:

Hidalgo County Pct. 4 is a political subdivision of local county government here in Hidalgo County, Texas. Within our precinct, we house one Community Resource Center. This center operates as an information hub as well as a public service outreach element to the surrounding communities. It houses and is able to offer local government services such as WIC, Head Start, Hidalgo County Tax Office as well as community outreach programs that target self improvement or personal development.

The center would benefit greatly from ANY technical hardware that your office may be considering to deem or assign as "surplus". The center will provide personal and group tutorials such as English as a Second Language (ESL), General Education Diploma (GED), and other self-improvement courses without the benefit of any technical support. The center is in need of the following:

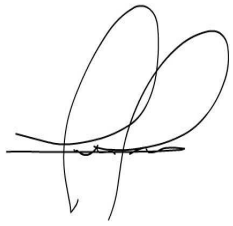
- Computers (Pentium 2 or better) complete with monitors, speakers, accompanying software, keyboards, mouse, and wire connections.
    - 7 for San Carlos CRC

The center is in the process of designating a room or area for computer lab activities and other related functions. Since the center serves an underprivileged area and underserved people, your assignment of these components would benefit the community significantly. We propose implementing an "afterschool study lab" or an "internet classroom" scenario in which children with economic burdens can truly appreciate direct access to a computer or to the world via the internet.

We are truly appreciative and await any communications with regards to your proposed allocation of surplus. At your leisure, I invite you and yours to become acquainted with the center and its activities, objectives and prospective plans. You may reach me anytime at (956) 292-7010 at your leisure.

Once again, I thank you.

Sincerely,



_____
Renán Ramirez
Chief Information Officer

Cc: County Commissioners Court

AI-31575 **11. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Rene Guerra

Department: HIDTA

Information

CAPTION

1. Authorization and approval to accept Award Grant No. G12SS0002A, between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy in the amount of $685,705.00 for the grant period of 01/01/2012 to 12/31/2013.

2. Approval of certification of revenues, as certified by the County Auditor for the HIDTA Task Force Grant.

3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (South Texas HIDTA McAllen Initiative, program 003) in the amount of $685,705.00.

4. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1291-331-10-270-003-2-000

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $685,705.00 under HIDTA Task Force (270-003)

Revenue Acct. #2-1291-331-10-270-003-2-000 "HIDTA TASK FORCE FY12 REVENUES"

Attachments

2012 HIDTA Grant
2012 HIDTA Application
Salary Schedule
Appropriation
cert of revenues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 02:55 PM
Sylvia Solis	Sylvia Solis	03/23/2012 03:38 PM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Nelda Olivarez Started On: 03/21/2012 01:16 PM

Final Approval Date: 03/26/2012

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number: G12SS0002A 5. Grant Period: From 01/01/2012 to 12/31/2013	
1A. Recipient IRS/Vendor No.: 1746000717A4 Subrecipient Name and Address	6. Date: 2/27/2012 8. Supplement Number	7. Action [X] Initial Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	
3. Project Title McAllen Initiative	10. Amount of This Award: $685,705.00 11. Total Award: $685,705.00	
12. This Grant is approved subject to such conditions or limitations as are set forth on the attached four (4) pages.		
13. Statutory Authority for Grant: Public Law 112-74		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Ellen Scrivner, Ph.D. National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Hidalgo County Auditor's Office	
16. Signature of Approving ONDCP Official	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE1213 OND2000000 OC4101	

GRANT CONDITIONS

A. General Provisions

1. This grant is subject to:

   - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Government; or, if applicable, OMB Circular A-21, Cost Principles for Educational Institutions;
   - OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; or, if applicable, OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;
   - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Institutions;
   - Government-wide Debarment and Suspension (Non procurement), codified at 21 CFR § 1401 et. seq.;
   - Government-wide Requirements for Drug-Free Workplace (Grants), codified at 21 CFR § 1401 et. seq.;
   - New Restrictions on Lobbying, codified at 18 USC § 1903 and 31 USC § 1352;
   - Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 USC § 2000d et seq.); and
   - Immigration and Naturalization Service Employment Eligibility Verification Form (I-9).

2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than 9 months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

   EOP/ONDCP
   Attention: Michael Reles
   GSD/RDF (202) 395-6608
   Anacostia Naval Annex
   Bldg 410/Door 123
   250 Murray Lane, SW
   Washington, DC 20509
   or:
   mreles@ondcp.eop.gov

3. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.

4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the HIDTA, its fiscal agent(s), HIDTA employees, HIDTA contractors, as well as state, local, and federal HDTA participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.

5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.

6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.

7. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.

8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days and before another advance or reimbursement will be approved.

2. The HIDTAs, or their respective grantees, must utilize the HIDTA program Financial Management System's (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to HHS/DPM at the address provided below. When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Janet Fowler
Division of Payment Management
Department of Health and Human Services

Via U.S. Postal Mail:
P.O. Box 6021
Rockville, MD 20852

Via FedEx:
7700 Wisconsin Avenue
10th Floor
Bethesda, MD 20814

4. The grantee or subgrantee may keep interest amounts up to $100 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Signature: _____ Date: _____

Name: Ramon Garcia

Organization: Hidalgo County Auditor's Office

Initiative Cash by HIDTA

FY 2012

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Hidalgo County DA HIDTA Task Force	685,705.00	Investigation	G12SS0002A
	Agency Total : Hidalgo County Auditor's Office		**685,705.00**		
Total			**685,705.00**		

2/22/2012 1:44:50 PM

Budget Detail

2012 - SWB - South Texas

Initiative - Hidalgo County DA HIDTA Task Force

Award Recipient - Hidalgo County Auditor's Office (G12SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Awarded Budget (as approved by ONDCP)	**$685,705.00**	
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$39,707.00
Analyst - Intelligence	1	$32,929.00
Attorney	1	$60,000.00
Financial Staff	1	$41,100.00
Investigative - Law Enforcement Officer	7	$333,000.00
Paralegal & Support	1	$36,272.00
Total Personnel		**$543,008.00**
Fringe	**Quantity**	**Amount**
Administrative staff		$11,455.00
Analyst - Intelligence		$9,472.00
Attorney		$16,948.00
Financial staff		$10,905.00
Investigative - Law Enforcement Officer		$82,892.00
Paralegal & support		$11,025.00
Total Fringe		**$142,697.00**
Total Budget		**$685,705.00**

HIDTA
2012
SF-424 Application

SWB - South Texas HIDTA
G12SS0002A
Hidalgo County Auditor's Office
$685,705.00

Generated On: March 9, 2012

OFFICE OF NATIONAL DRUG CONTROL POLICY
FY 09 HIDTA STATE AND LOCAL INITIATIVES

INSTRUCTIONS FOR APPLICANTS

Attached are the following documents for your FY 12 funding application:

- Approved FY 12 Budget to the Hidalgo County Auditor's Office for the Multiple Initiative(s).
- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2. (Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

To submit a grant application for FY 12 HIDTA State and Local Initiative Funding, the following forms must be signed and returned:

- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2. (Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

Each of these documents have been completed based upon information submitted for the FY 12 initiatives. If this information is incorrect, contact the National HIDTA Assistance Center for new forms.

These documents must be completed and signed in their entirely and returned with original signatures affixed before the award letter can be initiated.

After completion, the forms should be sent to:

National HIDTA Assistance Center
11200 NW 20th ST, STE 100
Miami, FL 33172
(305) 715-7600

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED 03/09/2012	Applicant Identifier:
1. TYPE OF SUBMISSION Application: _ Construction, X Non-Construction Pre-application: _ Construction, _ Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FED AGENCY	Federal Identifier G12SS0002A

5. APPLICANT INFORMATION

LEGAL NAME: Hidalgo County Auditor's Office	**ORGANIZATIONAL UNIT:**
Organizational DUNS: 103110834	
ADDRESS *(Give city, county, State and Zip Code)* Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	*Name and telephone number of person to be contacted on matters involving this application (give area code)* Mr. Tony Garcia

6. EMPLOYER IDENTIFICATION NUMBER (EIN)

1746000717A4

8. TYPE OF APPLICATION

S New _ Continuation _ Revision

If revision, enter appropriate letter(s) in box(es) ☐ ☐

(Specify) _____

A. Increase Award B. Decrease Award
C. Increase Duration D. Decrease Duration
Other (specify)_____

7. TYPE OF APPLICANT: *(Enter appropriate letters in box)*

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Inter-municipal
G. Special District
H. Independent School District
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other

9. NAME OF FEDERAL AGENCY ONDCP

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER (CFDA):

95.001

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT

McAllen Initiative

12. AREAS AFFECTED BY PROJECT

(Cities, Counties, States, etc.):

13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date	**Ending Date**	**a. Applicant**	**b. Project**
1/1/2012	12/31/2013		

15. ESTIMATED FUNDING:

a. Federal	$685,705.00
b. Applicant	
c. State	
d. Local	
e. Other	
f. Program Income	
g. Total	$685,705.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. ☐ This preapplication/application was made available to the State Executive order 12372 process for b. Applicant review on:

Date: _____

b. No. ☐ Program is not covered by E.O. 12372

☐ or program has not been selected by state for review

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

Yes If "Yes", attach an explanation ☒ No

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative	b. Title	c. Telephone
Ramon Garcia	Mr.	
d. Signature of Authorized Representative		**e. Date Signed**

Instructions for the sf424

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 application 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.

Item: Entry:

1. Self -Explanatory.

2. Data application submitted to Federal Agency (or State if applicable) & applicant's control number (if applicable).

3. State use only (if applicable).

4. Enter Date Received by Federal Agency, Federal identification number: if this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.

5. Enter a legal name of applicant, name of primary organizational unit (including division is 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, email and fax of the person to contact on matters related to this application.

6. Enter employer Identification Number (EIN) as assigned by the Internal Revenue Service.

7. Enter the appropriate letter in the space provided.

8. Check appropriate box and enter appropriate letter(s) in the space(s) provided;
   - "New " means a new assistance award
   - "Continuation" means any change in the Federal Government's financial obligation or contingent liability from an existing obligations
   - "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation.

9. Name of Federal agency from which assistance is being requested with this application.

10. Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.

11. Enter a brief descriptive title of 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 application, use a separate sheet to provide a summary description of this project.

12. List only the largest political entities affected (e.g., State, counties, cities).

13. Self- Explanatory.

14. List the applicant's Congressional-District and any District(s) affected by the program or project.

15. 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 decrease, 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.

16. 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.

17. 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.

18. 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.

Section C - Non-federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Resources	(e) TOTALS
8.	$	$	$	$
9.				
10.				
11.				
12. Total (sum line 8 - 11)	$	$	$	$

SECTION D – FORCASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$685,705.00	$171,426.25	$171,426.25	$171,426.25	$171,426.25
14. Non-Federal					
15. TOTAL (sum of 13 and 14)	$	$	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(b) First	(c) Second	(d) Third	(e) Fourth
16.				
17.				
18.				
19.				
20.				

SECTION F – OTHER BUDGET INFORMATION

21. Direct Charges	22. Indirect Charges
23. Remarks	

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 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 (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT OT THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instruction

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines, which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Section A,B,C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B,C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 column (a) and (b)

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For application pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in column (b). For application pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in column (a) and the respective catalog number on each line in column (b).

For application pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, column (c) through (g)

For new application, leave columns (c) and (d) blank. For each line entry in Column (a) and (b), enter in Column (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in column (c) and (d) the estimated amounts of funds which will remain not obligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in column (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in column (g) should be the sum of amounts in Column (e) and (f).

For supplemental grants and changes to existing grants, do not use column (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in column (f) the amount of the increase of decrease of non-federal funds. In Column (g) enter the new total budgeted amount (Federal and non-federal which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in column (e) and (f). The amount(s) in column (g) should not equal the sum of amounts in column (e) and (f).

Line 5- Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on line 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-I- Show the totals of Lines 6a to 6h in each column.

Line 6j- Show the amount of indirect cost.

Line 6K- Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in column (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, column (e) and (f) on Line 5.

Line 7- Enter the estimated amount of income, if any expected to be generated from this project. Do not add or subtract this amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) Enter the program titles identical to column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) Enter the contribution to be made by the applicant.

Column (c) Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) Enter the amount of cash and in-kind contribution to be made from all other sources.

Column (e) Enter total of column (b),(c), and (d).

Line 12- Enter the total for each of column (b)-(e). The amount in column (e) should be equal to the amount on Line 5, column (f) section A.

Section D. Forecasted Cash Needs

Line 13 Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 --Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 – Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19- Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding period (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20- Enter the total for each of the Column (b)-(e). When additional schedules are prepared for this section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 – Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22- Enter the types of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23- Provide any other explanations or comments deemed necessary.

ASSURANCES – NON-CONTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0040), 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.

NOTE: Certain of these assurances may not be applicable to your project or program, if you have 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 cost) to ensure proper planning, management and completion of the project describe in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all record, books, paper, 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 or organizational conflict of interest, or 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. U. C. 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. 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. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. 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) 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 Act of 1968 (42 U S C. 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 Titles II and III of the Uniform Relocations 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 assistance programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U. S.C. 1501-1508 and 7324-7328) which limit the political 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. 276a to 276a – 7), the Copeland Act (40 U. S. C. 276c and 18 U. S. C. 874), and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-333), regarding labor standards for federally assisted construction sub agreements.

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.

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. 1451 et esq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) if the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et esq.); (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. 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. 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 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	Title
Ramon Garcia	Mr.
APPLICANT ORGANIZATION Hidalgo County Auditor's Office	Date Submitted

BUDGET INFORMATION – CONTRUCTION PROGRAMS

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case your will be notified

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column a-b)
1. Administrative and legal expenses			
2. Land, structures, rights of way, appraisals, etc.			
3. Relocation expenses and payments			
4. Architectural and engineering fees			
5. Other architectural and engineering fees			
6. Project inspection fees			
7. Site work			
8. Demolition and removal			
9. Construction			
10. Equipment			
11. Miscellaneous			
12. SUBTOTAL (sum of lines 1 – 11)			
13. Contingencies			
14. SUBTOTAL			
15. Project (program) income			
16. TOTAL PROJECT COSTS (subtract # 15 from # 14)			

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows (Consult Federal agency for Federal percentage share). Enter resulting Federal share.	Enter eligible costs from line 16c Multiply X _____%	

INSTRUCTION FOR THE SF 424-C

Public reporting burden for this collection of information is estimated to average 180 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 (0348-0041), 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 sheet is to be used for the following types of applications: (1) "New" (means a new [previous Un-funded] assistance award); (2) "Continuation" (means funding in a succeeding budget which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal government's financial obligation or contingent liability from an existing obligation). If there is no change in the award amount there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to the effect minor (no cost) changes. If you have questions please contact the Federal agency.

Column a.- If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATIONS."

If this application entails a change to an existing award, enter the eligible amounts approved under the previous award for the items under " COST CLASSIFICATION'

Column b. If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is not allowable for Federal Assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column c. This is the net of line 1 through 16 in columns "a" and "b".

Line 1- Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchase of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 – Enter estimated site and right(s) of way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 – Enter estimated cost related to relocation advisory assistance, replacement housing, and relocation payments to displaced persons and businesses, etc.

Line 4 – Enter estimate basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 – Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 – Enter estimated engineering inspection costs.

Line 7 – Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 – Enter estimated cost of the construction contract.

Line 10 – Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 – Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 – Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 – Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g. salvaged materials, etc.

Line 16 – Subtract line 15 from line 14.

Line 17 – This block if for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c" by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES – CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 estate 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 (0348-0042), 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.

NOTE: Certain of theses assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance 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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of , modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regards to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may e required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit system 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).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statues relating to non-discrimination. 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. 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. 794) which prohibits discrimination of the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment act of 1972 (P.L. 93-255), as amended, relating to non-discrimination 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) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient record; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions I the specific statute(s) under which application for Federal assistance is being made and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases
12. Will comply with the provisions of the Hatch Act (5 U.S.C. 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.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), The contract Work hours and safety Standards Act (40 U. S. C. 327-333) regarding labor standards for federally assisted construction sub-agreements.
14. Will comply with the 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
15. Will comply with environmental standards which may be prescribe 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 hazard 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. 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. 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).
16. Will comply with the wild and scenic rivers act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. 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 preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	Title
Ramon Garcia	Mr.
APPLICANT ORGANIZATION Hidalgo County Auditor's Office	Date Submitted

OFFICE OF NATIONAL DRUG CONTROL POLICY

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements
The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than $100,000 in grants funds must also certify regarding lobbing activities and may be required to submit a Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statues and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension.
(Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement

1. LOBBYING
As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over $100,000, as defined at 21 CFR Part 1405, 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, and 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 continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will being paid to any person for influencing or attempting to influence an officer or employee of Congress, or an 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 document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)
As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

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 or and 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 statures 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 o otherwise criminally or civilly charged by a governmental entity (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 she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)
As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.
A. The applicant certifies that it will or will continue to provide 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 applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The applicant'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 violation occurring in the workplace;

(d) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(e) 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 employer 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:

(f) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The Assistance Center, 8401 Northwest 53rd Terrace, suite 200, Miami, Florida 33166. Notice shall include the identification number of each affected grant;

(g) 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;

(h) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Place of Performance (street address, city, country, state,

zip code)
Hidalgo County Auditor's Office

Check ☐ if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect of make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. as a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and

B. If convicted of a criminal drug offense resulting form a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 8401 Northwest 53rd Terrace, Suite 208, Miami, Florida 33166.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATIN STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statues and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 if the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address:	**Hidalgo County Auditor's Office** **3100 S. Closner, Foxtrot Building** **Edingburg, TX 78539**
Application Number and/or Project Name:	**G12SS0002A** **McAllen Initiative**
Grantee IRS/Vendor Number:	**1746000717A4**
Type Name and Title of Authorized Representative:	**Ramon Garcia** **Mr.**

5. Signature: _____ 6. Date: _____



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action	3. Report Type
[b.] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[b.] a. bid/offer/application b. Initial award c. post-award	[a.] a. Initial filing b. material change For Material Change only Year:____ Quarter:_____ Date of last report:

4. Name and Address of reporting Entity	5. If reporting entity in No. 4 is Subawardee, Enter name and address of Prime:
[X] Prime [ ] Subawardee Tier ___ *,if uknown:* **Hidalgo County Auditor's Office** **3100 S. Closner, Foxtrot Building** **Edingburg, TX 78539** Congressional District, *if known*	Congressional District, *if known*
6. Federal Department/Agency: **ONDCP**	7. Federal Program Name/Description: **HIDTA**
8. Federal Action Number, if known **G12SS0002A**	9. Award Amount, if known **$685,705.00**
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) **None**	b. Individuals Performing Services (including address if (if individual, last name, first name, MI) different from No. 10a) last name, first name, MI) **None**

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):	13. Type of Payment (check all that apply):
$ N/A ___actual ___planned	____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify:
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: nature_____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

HIDTA Related Initiatives

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A atached: ____ Yes _X_ No

16.	
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made o entered into. This disclosure is requested pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Ramon Garcia **Title:** Mr. **Telephone No.:** **Date:**_____

Federal Use Only:

Authorized for local reproduction
Standard Form – LLL

INITIATVE: SOUTH TEXAS HIDTA McALLEN - HIDALGO COUNTY HIDTA TASK FORCE
AWARD NUMBER: G12SS0002A

SLOT NO.	EMPLOYEE NO.	POSITION	2012 BUDGETED SALARY	2012 GRANT FUNDS	2012 ASSET FUNDS	LONGEVITY PAY Total Longevity	LONGEVITY PAY GRANT 20.00	LONGEVITY PAY ASSET 60.00	HEALTH INSUR GRANT 3,600.00	HEALTH INSUR ASSET	LIFE INSUR GRANT 27.00	LIFE INSUR ASSET	FICA GRANT 7.65%	FICA ASSET	RETIREMENT GRANT 9.60%	RETIREMENT ASSET	UNEMPLOY COMP GRANT 0.5000%	UNEMPLOY COMP ASSET	WORKER'S COMP. GRANT 0.00%	WORKER'S COMP. ASSET 0.00%	TOTAL BENEFITS 2012 GRANT	TOTAL BENEFITS 2012 ASSET	TOTAL SALARIES & FB 2012 GRANT	TOTAL SALARIES & FB 2012 ASSET
G011	036625	Administrative Staff	**39,707.00**	39,707.00	-	780.00	780.00	0.00	3,600.00	0.00	27.00	0.00	3,037.59	0.00	3,811.87	0.00	198.54	0.00	0.00	0.00	11,454.99	0.00	51,161.99	0.00
G010	089605	Analyst-Intelligence	**32,929.00**	32,929.00	-	0.00	0.00	0.00	3,600.00	0.00	27.00	0.00	2,519.07	0.00	3,161.18	0.00	164.65	0.00	0.00	0.00	9,471.90	0.00	42,400.90	0.00
G002	065226	Attorney	**71,140.00**	60,000.00	11,140.00	3,840.00	3,238.68	601.32	3,036.27	563.73	22.77	4.23	4,590.00	852.21	5,760.00	1,069.44	300.00	55.70	0.00	0.00	16,947.72	3,146.63	76,947.72	14,286.63
G009	070491	Financial Staff	**50,859.00**	41,100.00	9,759.00	840.00	678.82	161.18	2,909.22	690.78	21.82	5.18	3,144.15	746.56	3,945.60	936.86	205.50	48.80	0.00	0.00	10,905.11	2,589.37	52,005.11	12,348.37
G001	043354	Investigative-Law Enforcement-Director	**75,899.00**	60,000.00	15,899.00	840.00	664.04	175.96	2,845.89	754.11	21.34	5.66	4,590.00	1,216.27	5,760.00	1,526.30	300.00	79.50	0.00	0.00	14,181.27	3,757.80	74,181.27	19,656.80
G003	175145	Investigative-Law Enforcement Officer	**49,829.00**	44,600.00	5,229.00	158.00	141.42	16.58	3,222.22	377.78	24.17	2.83	3,411.90	400.02	4,281.60	501.98	223.00	26.15	0.00	0.00	11,304.31	1,325.34	55,904.31	6,554.34
G004	121193	Investigative-Law Enforcement Officer	**52,254.00**	44,600.00	7,654.00	480.00	409.69	70.31	3,072.68	527.32	23.05	3.95	3,411.90	585.53	4,281.60	734.78	223.00	38.27	0.00	0.00	11,421.92	1,960.17	56,021.92	9,614.17
G005	060135	Investigative-Law Enforcement Officer	**54,021.00**	44,600.00	9,421.00	480.00	396.29	83.71	2,972.18	627.82	22.29	4.71	3,411.90	720.71	4,281.60	904.42	223.00	47.11	0.00	0.00	11,307.26	2,388.47	55,907.26	11,809.47
G006	153818	Investigative-Law Enforcement Officer	**54,021.00**	44,600.00	9,421.00	0.00	0.00	0.00	2,972.18	627.82	22.29	4.71	3,411.90	720.71	4,281.60	904.42	223.00	47.11	0.00	0.00	10,910.97	2,304.76	55,510.97	11,725.76
G007	088994	Investigative-Law Enforcement Officer	**54,021.00**	44,600.00	9,421.00	720.00	594.44	125.56	2,972.18	627.82	22.29	4.71	3,411.90	720.71	4,281.60	904.42	223.00	47.11	0.00	0.00	11,505.40	2,430.32	56,105.40	11,851.32
G008	072192	Investigative-Law Enforcement Officer	**58,888.00**	50,000.00	8,888.00	360.00	305.66	54.34	3,056.65	543.35	22.92	4.08	3,825.00	679.93	4,800.00	853.25	250.00	44.44	0.00	0.00	12,260.24	2,179.38	62,260.24	11,067.38
G012	057347	Paralegal & Support	**36,272.00**	36,272.00	-	960.00	960.00	0.00	3,600.00	0.00	27.00	0.00	2,774.81	0.00	3,482.11	0.00	181.36	0.00	0.00	0.00	11,025.28	0.00	47,297.28	0.00
		TOTAL	**629,840.00**	**543,008.00**	**86,832.00**	**9,458.00**	**8,169.04**	**1,288.96**	**37,859.46**	**5,340.54**	**283.95**	**40.05**	**41,540.11**	**6,642.65**	**52,128.77**	**8,335.87**	**2,715.04**	**434.16**	**0.00**	**0.00**	**142,696.37**	**22,082.23**	**685,704.37**	**108,914.23**

DATE: March 20, 2012

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-2-XXX

REVENUE - 1291-331-10-270-003-2-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	100% INITIAL BUDGET (Approved)
2-1291-412-00-270-003- 2- 113	FULL-TIME EMPLOYEES	543,008.00
2-1291-412-00-270-003- 2- 115	LONGEVITY	8,169.00
2-1291-412-00-270-003- 2- 211	HEALTH INSURANCE	37,860.00
2-1291-412-00-270-003- 2- 212	LIFE INSURANCE	284.00
2-1291-412-00-270-003- 2- 220	SOCIAL SECURITY TAX	41,540.00
2-1291-412-00-270-003- 2- 230	RETIREMENT	52,129.00
2-1291-412-00-270-003- 2- 250	UNEMPLOYMENT COMPENSATION INSURANCE	2,715.00
	TOTAL APPROPRIATIONS	$685,705.00
2-1291-331-10-270-003- 2- 000	HIDTA TASK FORCE 2012 GRANT REVENUES	685,705.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2012 GRANT NUMBER G12SS0002A

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 29, 2012

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Executive Office of the President - Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$685,705.00	Award No. G12SS0002A - South Texas McAllen Initiative 02/27/2012 Initial

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/27/12
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-31594 **12. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Mary Flores

Department: URBAN COUNTY

Information

CAPTION

Approval of a Proclamation declaring April 2012 FAIR HOUSING MONTH.

BACKGROUND

: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 has been in effect since April 11, 1968 and protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability.

Attachments

Proclamation 2012 Fair Housing Month

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 07:05 AM
Olga Garza	Olga Garza	03/22/2012 02:53 PM
Auditor's Office	Arcilia Duran	03/23/2012 09:11 AM
Purchasing Department	Marty Salazar	03/23/2012 09:22 AM

Form Started By: Mary Flores Started On: 03/21/2012 03:52 PM

Final Approval Date: 03/23/2012

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, has been in effect since April 11, 1968, and has since been amended to include the Fair Housing Amendments Act of 1988; and,

WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to chose where he or she lives, raise a family or owns a home; and,

WHEREAS, the Fair Housing Act protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability; and,

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners' of the County of Hidalgo, Texas, do hereby proclaim the month of April 2012, as

"FAIR HOUSING MONTH"

throughout Hidalgo County, and encourage all citizens to join us in recognizing the Fair Housing Act and the important role it plays in our communities.

In WITNESS Whereof, we have hereunto set our hands this 3rd day of April 2012.

Ramon Garcia, Judge, Hidalgo County

Joel Quintanilla, Commissioner, Pct. # 1

Hector "Tito" Palacios, Commissioner, Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Joseph Palacios, Commissioner, Pct. # 4

AI-31574 **12. B.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of La Joya, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) La Joya Parks, Recreational Facilities funds.

	GRADE	RANKED
S&B Infrastructure	92.3	
Javier Hinojosa Engineering	86.0	
Rodriguez Engineering	81.3	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of for the provision of engineering services for an Urban County Program Year 23 (2010) La Joya Parks, Recreational Facilities project which consists of improvements to La Joya Military Park.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: (1) S&B Infrastructure, (2) Javier Hinojosa Engineering, and (3) Rodriguez Engineering for the City of La Joya Parks, Recreational Facilities which consists of improvements to La Joya Military Park.

Funds Available: $101,193.25 YR 23 (2010) La Joya, Parks, Recreational Facilities funds

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

City of La Joya Eng. Service Grading Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 01:48 PM
Olga Garza		03/22/2012 02:24 PM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Mary Flores Started On: 03/21/2012 01:03 PM

Final Approval Date: 03/26/2012

City of La Joya
Engineering Services
Parks, Recreational Facilities (Military Park)
Year 23 (2010)
Grading-Ranking Grid

Criteria	S&B Infrastructure			Javier Hinojosa Engineering			Rodriguez Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	15	20	13	20	20	14	18	15
Experience of Project Team	25	25	20	22	23	15	22	13	15
Experience/ Availability of Project Manager	20	20	20	17	18	20	20	18	20
Understanding of Project	25	21	23	23	19	25	24	17	25
Familiarity with Applicable Rules & Regulations	10	3	10	10	3	10	10	3	10
TOTALS	100	84	93	85	83	90	90	69	85
AVERAGES	277÷3=92.3			258÷3=86.0			244÷3=81.3		
RATING									

AI-31577 **12. C.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of La Joya is requesting consideration and action to award and enter into a construction contract with Alvarez Construction for the Parks, Recreational Facility Improvements project in the amount of $64,000.00, utilizing funds from UCP Year 24 (2011), Urban County Parks, Recreational Facility Improvements line item.

BACKGROUND

The bid opening was held March 7, 2012 and the lowest bidder, JMD Construction, could not provide a payment bond. Due to the inability to meet the necessary requirements, the next lowest bidder meeting all specifications and/or requirements was Alvarez Construction. The project involves paving the youth facility parking lot located on 604 Salomon Chapa in La Joya, Texas. Please see attached recommendation by the project engineer.
(Project's Engineering Firm: Hinojosa Engineering, Inc.)

Contractor: Alvarez Construction
Contract Amount: $64,000.00

Funds Available: $76,286.20 YR 24 (2011) La Joya Parks, Recreational Fac Imp funds

Attachments

La Joya Parks Improvements /Contract with Alvarez Construction backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 02:06 PM
Olga Garza	Olga Garza	03/22/2012 03:05 PM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Mary Flores Started On: 03/21/2012 01:25 PM

Final Approval Date: 03/26/2012

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2012

March 14, 2012

Candace J. Armenta
Program Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78589
(956)787-8127 Ph
(956)787-5291 Fax

RE: **Letter of Recommendation**

PROJECT: **La Joya Parks – Recreational Facilities**
Youth Parking Lot Improvements
Bid No. 5011-40-0306-5000-4000-UCP-CJA

Dear Candace,

On March 7, 2012 bids were opened on the above referenced project at the Hidalgo County Purchasing Department. A total of four bids were submitted for the project. Contractors submitting bids were Fresno Construction ($74,990.00), JMD Construction ($49,550.00), GP 7 Construction ($64,993.72), and Alvarez Construction ($64,000.00). Based on the bid amounts submitted, on March 9, 2012 Hinojosa Engineering, Inc. sent a letter to recommended the project be awarded to the low bidder JMD Construction, however due to said contractor's inability to comply with bonding requirements, Hinojosa Engineering, Inc. recommends the project be awarded to next low bidder Alvarez Construction. Please contact our office for any questions.

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

CC: Hinojosa Engineering, Inc. File
Mr. Mike Alaniz, City of La Joya

J M D CONSTRUCTION

FAX

DATE: 3-20-2012

TO: HIDALGO COUNTY/ URBAN COUNTY/ CARIDACE FROM: JMD CONSTRUCTION

FAX NO. 956-787-5291 FAX NO. 956-585-1033

RE: CERTIFIED CK FOR BID ON LA JOYA PARKINGLOT.

AS PER YOUR REQUEST THIS WILL NOTIFY YOU THAT JMD CONSTRUCTION DOES NOT WISH TO PROVIDE A PAYMENT BOND.

PLS. RETURN THE CERTIFIED CK. INCLUDED IN OUR BID TO JMD CONSTRUCTION
1901 EL MILENO
PALMHURST, TX.
78573

Received
MAR 20 2012
Urban County Program
By:

JMD CONSTRUCTION
BY
PARTNER.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: March 07, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "La Joya Parks, Recreational Facilities-Youth Facility Parking Lot"

BID NO: 5011-40-0306-5000-4000-UCP-CJA **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Total Price	Bid Bond/ Cashier's Check Included
1.	Homero Alvarez dba Alvarez Construction	$64,000.00	Included
2.	JMD Construction	$49,550.00	Included
3.	Fresno Construction, STFC Inc.	$74,990.00	Included
4.	GP7 Construction, LLC	$64,993.72	Included
5.			
6.			
7.			
8.			
9.			

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

CONSTRUCTION CONTRACT

This Agreement entered into this **3rd Day of April, 2012** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by and the **City of La Joya** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **Homero Alvarez dba Alvarez Construction** (an individual) of **Donna,** 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:	**La Joya – Parks, Recreational Facilities**
PROJECT No.:	**5011-40-0306-5000-4000**
PROJECT DESCRIPTION:	**Construction of a new parking lot for the Youth Facility located on 604 Salomon Chapa, in La Joya TX**

Heinafter called the project, for the sum of **($64,000.00) – Sixty four thousand dollars and zero 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 **Hinojosa Engineering, Inc.** 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 **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($100.00) One hundred 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.

Homero Alvarez
Alvarez Construction

Name of Firm: Alvarez Construction

Address: 613 Ferguson Road
Donna, Texas 78537

Federal I.D./S.S.: 74-2681533

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

AI-31699 **12. D.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Pete de la Cruz

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (A) (4) for professional engineer services:

2. Presentation of the scoring grid for the purposes of ranking by Commissioners' Court of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the Precinct No. 4, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through the Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TXCDBG) Program for the 2011-2012 Colonia Construction Grant Contract # 711245 - Sewer Improvements and Rehabilitation Single-Unit Sewer Service: Construction for Colonia Hillcrest Terrace and Santa Cruz Ranchette in the City of Edinburg ETJ area in Precinct No. 4.

FIRM	GRADE RANKED
LeFevre Environmental & Management Consulting, LLC	83.67%
Quintannilla, Headly, and Associates	80.68%
Guzman & Munoz Engineering and Surveying, Inc.	76.67%

3. Authority to negotiate a professional service contract with the No. 1 rank firm _____ for a TDA TxCDBG 2011-2012 Colonia Construction Project and Urban County Program - Precinct # 4 Sewer Improvements and Rehabilitation Single-Unit Sewer Service:

BACKGROUND

The three firms rated from the County's approved "pool" are LeFevre Environmental & Management Consulting, LLC, Guzman & Munoz Engineering and Surveying, Inc., and Quintanilla, Headley, and Associates, Inc. for Sewer Improvements and Rehabilitation of Single-Unit Sewer Service Project. Attached see grading grid for your review.

Funds Available for 2011 TDA Colonia Construction Grant # 711245 Project: $440,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Pct 4 City of Edinburg Sewer Improvements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 07:10 AM
Olga Garza	Olga Garza	03/29/2012 03:31 PM
Budget & Management	Merlen P. Munoz	03/29/2012 07:10 AM
Olga Garza	Olga Garza	03/29/2012 03:31 PM
Auditor's Office		
Purchasing Department		

Form Started By: Mary Flores Started On: 03/28/2012 04:14 PM

EXHIBIT B

Final Evaluation Score Totals

EVALUATION CRITERIA

HIDALGO COUNTY

PROFESSIONAL ENGINEERING SERVICES

For

Pct. # 4 – 2011-2012 Colonia Construction Grant # 711245
(Sewer Improvements & Rehab of Single-unit Sewer Services)

2011-2012 Colonia Construction Grant # 711245
Colonias in the City of Edinburg ETJ Area
Engineering Services
Sewer Improvements and Rehabilitation of Single-unit Sewer Services

Grading-Ranking Grid

Criteria	LeFevre Environmental & Management Consulting, LLC			Guzman & Munoz Engineering and surveying, Inc.			Quintanilla, Headley, and Associates, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	17	19	20	9	18	20	19
Experience of Project Team	25	25	18	25	25	8	24	23	16
Experience/ Availability of Project Manager	19	20	8	19	18	3	19	20	8
Understanding of Project	24	18	17	24	21	20	24	16	17
Familiarity with Applicable Rules & Regulations	10	7	3	10	3	6	10	3	5
TOTALS	98	90	63	97	87	46	95	82	65
AVERAGES	98+90+63 = 251 251÷ 3 = 83.67%			97+87+46 = 230 230 ÷ 3 = 76.67%			95+82+65 = 242 242 ÷ 3 = 80.67%		
RATING	83.67%			76.67%			80.67%		

Project #1 Gloria Beltran

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		98

Project Description: UCP - COLONIA MATCH - HILLCREST TERRACE & SANTA CRUZ RANCHETTES

Provider: LeFevre Environmental & Management Consulting

Evaluator: Gloria Ann Beltran Date: 03/28/12

Gloria

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points:		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		95

Project Description: UCP - COLONIA MATCH - HILLCREST TERRACE & SANTA CRUZ RANCHETTES

Provider: Quintanilla, Headley and Associates, Inc MAB

Evaluator: Gloria Ann Beltran MAB Date: 03/28/12

Gloria

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/ registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		97

Project Description: UCP - COLONIA MATCH - HILLCREST TERRACE & SANTA CRUZ RANCHETTES

Provider: Guzman & Munoz Engineering & Surveying

Evaluator: Gloria Ann Beltran GAB Date: 03/28/12

Grader #2 Mr. Barco . UCP Dep Director

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10 MS
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	2
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Addresses most of the items, but is vague and not clearly defines information needed		TOTAL 18
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Has provided of the information, but is too general in the explanation		TOTAL 7
	Total Score	90

Project Description: Precinct No. 4 Colonia Match- Colonia Construction Grant #711245

Provider: LeFevre Environmental & Management Consulting

Evaluator: Antonio Barco, UCP Deputy Director Date: 3/21/12

Mr. Barco

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all Criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Not clear on involvement with the technical Development of the project		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Not clear on enough information on Some of Areas such as Federal/State regulation		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Does not contain a narrative of Applicable Rules and Regulations		TOTAL 3
	Total Score	87

Project Description: Precinct No. 4 Colonia Match- Colonia Construction Grant #711245

Provider: Guzman & Munoz Engineering & Surveying, Inc.

Evaluator: Antonio Barco, UCP Coordinator Date: 3/27/12

Mr. Barco

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meet all Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: STAFF members identified, but NOT IN Appendix form		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meet All Criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	0
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Did Not Address Federal/State/Local regs. & Policies. Responses Are NOT Organized		TOTAL 16
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Did Not Address past Experience & knowledge of govt rules & regulation and Not a Narrative		TOTAL 3
		Total Score 82

Project Description: Precinct No. 4 Colonia Match- Colonia Construction Grant #711245

Provider: Quinanilla, Headley & Associates, Inc.

Evaluator: Antonio Barco, UCP Deputy Director Date: 3/27/12

Grader #3 Yvette Islas. Purchasing

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	0
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 9
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	0
➢ Identifying the project composition, project leadership, reporting responsibilities	10	0
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points:		TOTAL 8
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	0
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	0
Comments/Rationale For Points:		TOTAL 3
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference information including contact persons and telephone numbers.	5	2
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	2
Comments/Rationale For Points:		TOTAL 6
	Total Score	46

Project Description: Pct. # 4 Colonia Match - Colonia Construction Grant # 711245

Provider: Guzman & Munoz Engineering & Surveying , Inc.

Evaluator: Oscar Garza, Purchasing Department Program Coordinator Date: 03-28-12

Yvette

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	0
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points:		TOTAL 16
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	0
Comments/Rationale For Points:		TOTAL 8
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points:		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points:		TOTAL 5
Total Score		65

Project Description: Pct. # 4 Colonia Match - Colonia Construction Grant # 711245

Provider: Quintanilla, Headley, and Associates, Inc.

Evaluator: ~~Oscar Garza, Purchasing Department Program Coordinator~~ Date: 03-28-12

Yvette

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points:		TOTAL 17
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	0
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 18
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	0
Comments/Rationale For Points:		TOTAL 8
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	2
Comments/Rationale For Points:		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points:		TOTAL 3
Total Score		63

Project Description: Pct. # 4 Colonia Match - Colonia Construction Grant # 711245

Provider: LeFevre Environmental & Management Consulting

Evaluator: ~~Oscar Garza, Purchasing Department Program Coordinator~~ Date: 03-28-12

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0627 ★ Email: office@qhaengineering.com

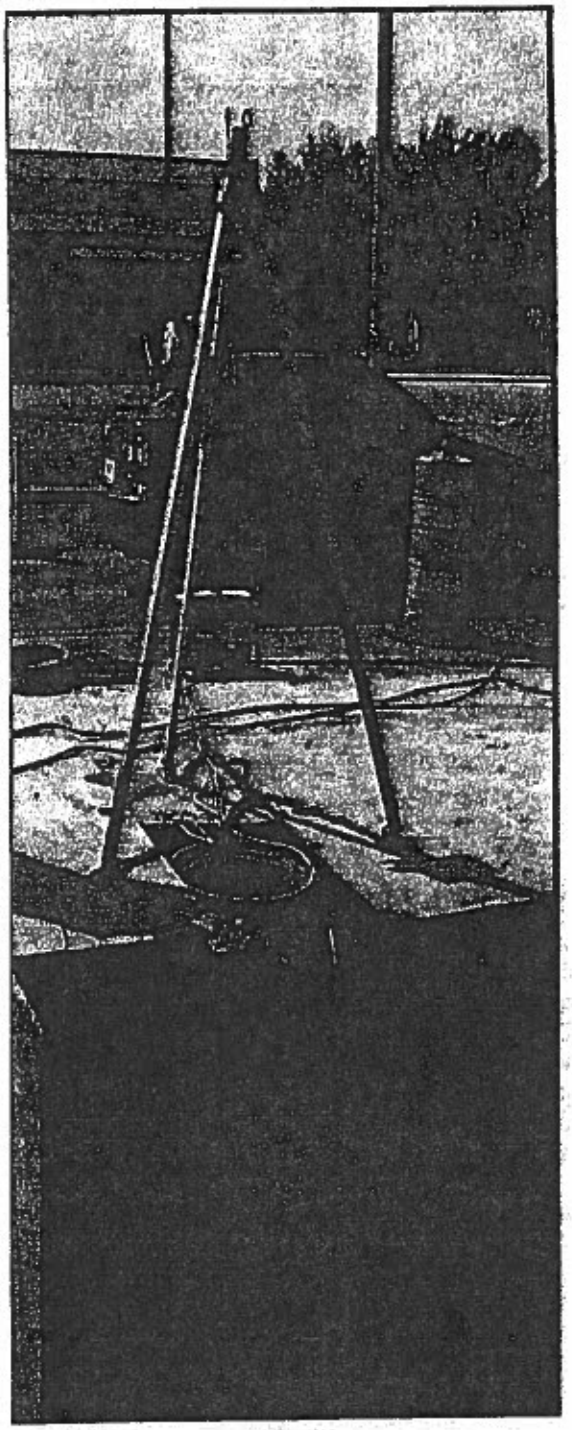
Request for Qualifications
2012-002-01-18-CGA

Professional Engineering Services Pool-Hidalgo County

Hidalgo County Purchasing Dept.
Martha L. Salazar, CPPB, Purchasing Agent
2812 S. Business Highway 281
Edinburg, Texas 78539

January 16, 2012

2012



Request for Proposals
for "Professional Engineering Services Pool"
RFQ NO: 2012-002-01-18-CGA
Hidalgo County 2012

For

Hidalgo County, Texas

January 2012

Submitted by:

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001

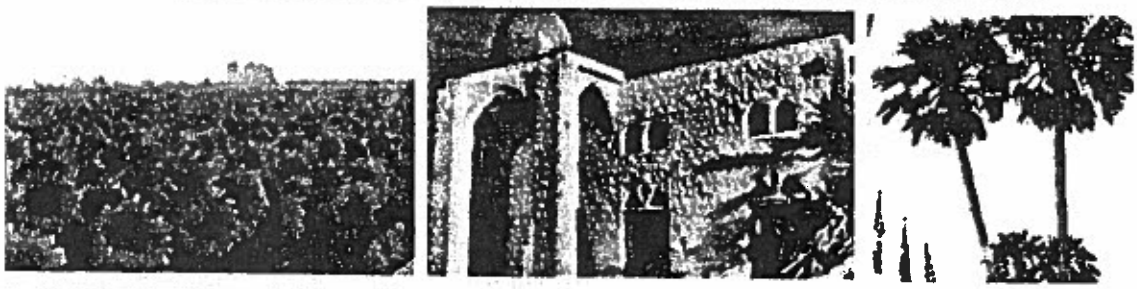
Texas Registered Engineering Firm F-11722

2012

#19

January 18 | 12

HIDALGO COUNTY



RESPONSE TO REQUEST FOR QUALIFICATIONS FOR "PROFESSIONAL ENGINEERING SERVICES POOL– HIDALGO COUNTY" RFQ No. 2012-002-01-18CGA

GM GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
HARLINGEN - MERCEDES - McALLEN

Received
MAR 6 2012
Urban County Program

Corporate Headquarters
2020 E. Expressway 83, Mercedes, Texas 78570
(O) 956-565-4637 jmunoz@gmes.biz (F) 956-565-4636

Satellite Office
Harlingen
913 E. Harrison St., Ste. 14
Harlingen, Texas 78550

Satellite Office
McAllen
1100 E. Jasmine Ave., Ste. 10
McAllen, Texas 78501

AI-31662 **12. E.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Monica Leal

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineer services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Precinct No. 1, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program YR 24 (2011) Precinct No. 1 – Street Improvements Solar Lights.

FIRM	GRADE	RANKED
SAMES Engineering & Surveying, Inc.	91.33%	
Guzman & Munoz Engineering & Surveying, Inc.	91.33%	
Urban Infrastructure Group, Inc.	86%	

3. Authority to negotiate a professional service contract with the No. 1 ranked firm for an Urban County Program – Precinct No. 1 – Street Improvements Solar Lights project.

BACKGROUND

The three firms rated from the County's approved "pool" are SAMES Engineering & Surveying, Inc., Guzman & Munoz Engineering & Surveying, Inc. and Urban Infrastructure Group, Inc. for the Street Improvements – Solar Lights improvements project. Attached see grading grid for your review.

Funds Available for 2011: $41,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Scoring Grid Professional Service Contract-Pct 1-Solar Lights

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 08:28 AM
Olga Garza	Olga Garza	03/29/2012 09:40 AM

Budget & Management	Merlen P. Munoz	03/28/2012 08:28 AM
Olga Garza	Olga Garza	03/29/2012 09:40 AM
Auditor's Office		
Purchasing Department		

Form Started By: Mary Flores Started On: 03/28/2012 08:10 AM

Hidalgo County Precinct No. 1
Engineering Services
Street Improvements – Solar Lights Project
Years 24 (2011)
Grading-Ranking Grid

Criteria	SAMES Engineering & Surveying, Inc.			Guzman and Muñoz Engineering & Surveying, Inc.			Urban Infrastructure Group, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	19	20	20	19	18	15
Experience of Project Team	25	25	15	23	25	20	23	25	20
Experience/ Availability of Project Manager	20	20	20	19	20	20	20	20	10
Understanding of Project	25	21	20	23	17	25	24	16	25
Familiarity with Applicable Rules & Regulations	10	3	10	10	3	10	10	3	10
TOTALS	100	89	85	94	85	95	96	82	80
AVERAGES	274÷3= 91.33%			274÷3= 91.33%			258÷3= 86%		
RATING	1			2			3		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: SAMES meets all criteria required for this project. The teams qualifications demonstrates a diverse team with the required certifications and registrations to perform the contract.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: SAMES provides a developed systematic approach to ensure that the proper planning and engineering criteria are identified and implemented.		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: SAMES meets all the criteria for this project.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: SAMES meets a clear understanding of local regulations and has provided a detailed RFG.		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: SAMES has proved a strict familiarity with regulations, guidelines, standards and policies.		TOTAL 10
Total Score		100

Project Description: Street Improvements - Solar Lights Project - 5011-91-0311-5000-9100

Provider: SAMES

Evaluator: Juan J. Ybarra, Hidalgo County Pct. 1 Date: 03/02/2012

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: meet all criteria for Professional Qualifications		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meet all Criteria for experience and Ability to commit resources		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meet all criteria for Methodology and experience		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Some responses were not AClear AND precise		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Does not indicate past experience of govt. Rules/Regulation on a narrative		TOTAL 3
	Total Score	89

Project Description: Street Improvements - Solar Lights Project - 5011-91-0311-5000-9100

Provider: ~~CAM~~ SAMES Engineering and Surveying, Inc.

Evaluator: Antonio Barco Date: 3/21/12

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	0
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	05
➢		
Comments/Rationale For Points: SOQ does not reflect any type of an appendix form as requested on item #1 of evaluation criteria.		TOTAL 15
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets Criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	0
Comments/Rationale For Points: Limited references in SOQ; especially for proposed project.		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
	Total Score	85

Project Description: Solar Power Lights in Pct. #1 Area (Street Improvements) #5009-91-0311-5000-9100

Provider: SAMES ENGINEERING AND SURVEYING----------Urban County Program

Evaluator: Oscar Garza, Program Coordinator **Date:** March 21, 2012

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points: GMES brings the talent and depth of over 25 employees that include engineers, surveyors, planners, technicians		TOTAL 19
, management and related support staff.		
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: GMES has provided designs and project management across a broad width of applications and in		TOTAL 23
many communities.		
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: GMES specializes in professional engineering surveying, planning and construction management		TOTAL 19
services in South Texas for over 38 years.		
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: GMES has provided a clear understanding of the applicable rules. Does lack pervious work experience with solar lighting.		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: GMES has proven to be familiar with the applicable rules and regulations of the Urban County Program.		TOTAL 10
	Total Score	94

Project Description: Street Improvements - Solar Lights Project - 5011-91-0311-5000-9100

Provider: Guzman & Munoz.

Evaluator: Juan J. Ybarra, Hidalgo County Pct. 1 Date: 03/02/2012

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all Criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	2
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	2
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Lacking information on Federal, State & Local Rules / Regulations and Policies, Responses are not clear		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Does Not contain outline of Federal Regulation / State or local or narrative		TOTAL 3
		Total Score 85

Project Description: Street Improvements - Solar Lights Project - 5011-91-0311-5000-9100

Provider: Guzman & Muñoz Engineering and Surveying, Inc.

Evaluator: Antonio Barco Date: 3/21/12

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	05
➢		
Comments/Rationale For Points: Meets Criteria as outlined.		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets Criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm has various projects within Hidalgo County and is familiar with applicable Rules & Regulations		TOTAL 10
	Total Score	95

Project Description: Solar Power Lights in Pct. #1 Area (Street Improvements) #5009-91-0311-5000-9100

Provider: Guzman and Muñoz Engineering and Surveying----------Urban County Program

Evaluator: _____ **Date:** March 21, 2012

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: UGI team consists of diverse and highly qualified "sub-contractors".		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: UGI has established a track record of success. By completing projects on time and within budget. All which reflect an experienced engineering staff.		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Solid project management experience.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: UGI has demonstrated an understanding of this projects scope of service. UGI is familiar with state/federal/ local regulations & policies. Has presented a clear and well formulated RFQ.		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: UGI has proven to be well versed in the rules and regulations of the CDBG program.		TOTAL 10
Total Score		96

Project Description: Street Improvements - Solar Lights Project - 5011-91-0311-5000-9100

Provider: Urban Infrastructure Group, Inc.

Evaluator: Juan J. Ybarra, Hidalgo County Pct. 1 Date: 03/02/2012

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: No copies of Engineering License and Registration		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	2
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Lacks much information Federal/ State + local Regulations and Responsive is clear, precise		TOTAL 18
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: No Indication of past experience/knowledge of Federal Rules/Regulations on narrative		TOTAL 3
		Total Score 82

Project Description: Street Improvements - Solar Lights Project - 5011-91-0311-5000-9100

Provider: Urban Infrastructure Group, Inc.

Evaluator: Antonio Sauceda Date: 5/21/12

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: Team members not listed as requested in an appendix form		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	05
➢		
Comments/Rationale For Points: No referencing in SOQ is relevant for comparison to proposed project.		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	0
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: SOQ does not reflect any project (current or past) with experience with proposed project.		TOTAL 10
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm has various projects within Hidalgo County and is familiar with applicable Rules & Regulations		TOTAL 10
	Total Score	80

Project Description: Solar Power Lights in Pct. #1 Area (Street Improvements) #5009-91-0311-5000-9100

Provider: URBAN INFRASTRUCTURE GROUP INC.----------Urban County Program

Evaluator: _____ **Date:** March 21, 2012

AI-31583 **12. F.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of a budget and program amendment for the City of San Juan Urban County Program Year 22 & 24 (2009 & 2011). The amendment will add funding in the Year 22 (2009) Water/Sewer Improvements activity and create a new Water & Sewer Improvements project in Year 24 (2011) to assist with the Water/Sewer Improvements on Oblate & downtown alleyways activity.

BACKGROUND

A Public Hearing was held on March 13, 2012 at 6:00 p.m. and citizen participation requirements have been met. See attached detailed amendment. The proposed budget and program amendment will amend funds as follows for the purpose of assisting with the continuation of the Water & Sewer Improvements activity on Oblate & downtown alleyways activity:

Year 22 (2009):
The proposed budget and program amendment will decrease the street improvements activity in the amount of $25,999.44 and increase the water/sewer improvements activity in the amount of $25,999.44 to assist with the continuation of the water/sewer improvements project located on Oblate Street and downtown alleyways, included in the work plans for Years 19, 21, 22 &23 (2006, 2008, 2009 & 2010) and has been environmentally cleared.

Year 24 (2011):
The proposed budget and program amendment will decrease the youth services activity in the amount of $5,000.00 and create a new water/sewer improvements activity in the amount of $5,000.00 to assist with the continuation of the water/sewer improvements project located on Oblate Street and downtown alleyways, included in the work plans for Years 19, 21, 22 &23 (2006, 2008, 2009 & 2010) and has been environmentally cleared.

Attachments

City of San Juan Water / Sewer Improvements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 02:39 PM
Olga Garza	Olga Garza	03/22/2012 02:48 PM
Auditor's Office	Arcilia Duran	03/23/2012 09:14 AM
Purchasing Department	Marty Salazar	03/23/2012 09:22 AM

Form Started By: Mary Flores Started On: 03/21/2012 02:19 PM

Final Approval Date: 03/23/2012

The Monitor March 7, 2012

PUBLIC HEARING NOTICE
CITY OF SAN JUAN
URBAN COUNTY PROGRAM
BUDGET & PROGRAM AMENDMENT

In compliance with the Community Development Block Grant (CDBG) requirements, the City of San Juan will conduct a public hearing to solicit input from interested parties on the city's proposed Budget and Program Amendment to its Urban County Program **Years 22 & 24 (2009 & 2011).**

The public hearing will be held on Tuesday, March 13th at 6:00 P.M at San Juan's Fire Station No. 2 - Commissioner's Room, located on 2301 N. Raul Longoria Rd in San Juan, Texas 78589.

The following is the proposed Budget & Program Amendment for your consideration:

EXISTING BUDGET	UCP YR 22 (2009) ACTIVITIES	PROPOSED BUDGET
$ 25,999.44	STREET IMPROVEMENTS (-$25,999.44)	$ 0.00
$ 44,104.45	WATER/SEWER IMPROVEMENTS (+$25,999.44)	$ 70,103.89
$ 70,103.89	TOTAL	$ 70,103.89

The Proposed Budget and Program Amendment will **DECREASE** the Street Improvements activity in the amount of $25,999.44 and increase the Water/Sewer Improvements activity in the amount of $25,999.44 to assist with the continuation of the Water/Sewer Improvements project located on Oblate Street and Downtown Alleyways, included in the workplans for Years 19, 21, 22 & 23 (2006, 2008, 2009 & 2010) and has been environmentally cleared.

EXISTING BUDGET	UCP YR 24 (2011) ACTIVITIES	PROPOSED BUDGET
$ 15,000.00	YOUTH SERVICES (-$5,000.00)	$ 10,000.00
$ 0.00	WATER/SEWER IMPROVEMENTS (+$5,000.00)	$ 5,000.00
$ 15,000.00	TOTAL	$ 15,000.00

The proposed Budget and Program Amendment will **DECREASE** the Youth Services Activity in the amount of $5,000.00 and **CREATE A NEW** Water/Sewer Improvements Activity in the amount of $5,000.00 to assist with the continuation of the Water/Sewer Improvements project located on Oblate Street and downtown alleyways, included in the workplans for Years 19, 21, 22 & 23 (2006, 2008, 2009 & 2010) and has been environmentally cleared.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 223-2206.

Written comments can be forwarded to:
MAYOR SAN JUANITA SANCHEZ
CITY OF SAN JUAN
709 S NEBRASKA
SAN JUAN, TEXAS 78589

R. Gutierrez Engineering Corporation

February 16, 2012

Mr. JJ Rodriguez, City Manager
City of San Juan
709 South Nebraska
San Juan, Texas 78589

RE: Recommendation for Award – City of San Juan – 2008 Water / Sewer Improvements On Oblate Street and Downtown Alleyways – Bid # UCP-5008-75-0310-5000-7500
RGEC Project No: ENG11.001

Dear Mr. Rodriguez:

On Wednesday, January 18, 2012, at 9:30 a.m. in the Hidalgo County Purchasing Department, bids were opened and read aloud for the above project. Six (6) bids were received for this project. The lowest responsive bid is for **$248,337.00.**

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being FJW Construction, LLC from McAllen, Texas in the amount of **$248,337.00.**

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success and you can call us at 956-782-2557.

Sincerely,

Arturo Garcia, Jr., P.E.
Senior Project Manager

Attachments

cc: Candace Armenta, Hidalgo County Urban County Program
Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgec.net
Texas Registered Engineering Firm: F-486

San Juanita Sanchez
MAYOR
Armando Garza, Jr.
MAYOR PRO-TEM
Roberto "Bob" Garza
COMMISSIONER
Luis Ramos
COMMISSIONER
Eddie Suarez
COMMISSIONER

February 23, 2012

Candace J Armenta
Program Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: 2008 Water/Sewer Improvements Project on Oblate St. & Downtown Alleyways

Dear Ms. Armenta:

This correspondence is to respectfully request that funding allocated to the City of San Juan be amended as follows:

Proposed Amendment Funding Available:
$25,999.44 – 2009 Street Improvements
+$ 5,000.00 – 2011 Youth Services
$30,999.44 – total available to be amended

Breakdown of Project Funding:
$84,944.47 – 2006 San Juan Water/Sewer funds
$56,604.47 – 2008 San Juan Water/Sewer funds
$44,104.45 – 2009 San Juan Water/Sewer funds
$30,895.55 – 2010 San Juan Water/Sewer funds
$25,999.44 – 2009 Street Imp funds *proposed to be amended*
$ 5,000.00 – 2011 Youth Services funds *proposed to be amended*
+$ 788.62 – City funds
$248,337.00

This transfer of funds, along with the city's contribution in the amount of $788.62, will secure the amount needed to award the lowest bidder FJW Construction in the amount of $248,337 as recommended by the project engineer for the proposed water and sanitary sewer project for downtown San Juan.

Should you have any questions, you may call me at (956)223-2206. I will be glad to assist you.

Sincerely,

Juan J. Rodriguez
City Manager

SAN JUAN
100
YEARS
1910 • 2010

AI-31607 **13. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Teresa Flores

Department: HEAD START

Information

CAPTION

Discussion/Approval of Carry Forward Application for Unobligated Funds Ending December 31, 2011

BACKGROUND

Policy Council Approval: 03.21.12

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact to County.

Unobligated ARRA funds to be carried forward once application is approved by Department of Health and Human Services.

Attachments

Carry Forward Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 09:15 AM
Roland Garcia	Rolando Garcia	03/23/2012 03:22 PM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Linda Galaviz Started On: 03/22/2012 08:50 AM

Final Approval Date: 03/26/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: March 21, 2012

SUBJECT: Discussion/Approval of Carry Forward Application for Unobligated Funds Ending December 31, 2011

RATIONALE/NEED: These funds will cover all expenses related to the expansion efforts originally funded under American Recovery and Reinvestment Act (ARRA). This application will also provide funding for the relocation of the Palmview I Head Start Center.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Carry Forward Request

****

INITIATED BY: Edmundo Garcia, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start
MEMORANDUM

"Children first..."

Date: March 21, 2012

To: Hidalgo County Head Start Policy Council

From: Edmundo Garcia, Assistant Program Director

Through: Teresa Flores, Executive Director

Subject: 2012 Carry Forward Request

The Hidalgo County Head Start Program has been instructed by the Department of Health and Human Services to submit an application to carry forward the unobligated balance of funds originally awarded in 2010/2011 under ARRA.

As you may recall, funding under ARRA allowed the Program to hire additional staff, purchase equipment and supplies, and build additional classrooms in order to serve 120 additional children through 9/30/2011. Continuing the expansion efforts, the Program was also awarded Supplemental funding in 2011 extending funds for our expansion initiative until March of 2012.

Our 2012 funding application included additional funds to sustain our expansion enrollment from April 2012 through September 2012. The remaining funding cycle (September-December 2012) will be funded by this Carry Forward application that we have been asked to submit. The unobligated balance for year ending December 31, 2011 is estimated to be $399,660 of which $142,860 will be utilized to pay for salaries and $53,800 for fringe benefits for all expansion personnel. The remaining funds are programmed to cover the cost of relocating, disassembling and reassembling our Palmview I center with an estimated cost of $175,500, and $27,500 to cover the cost of parking spaces for parents and staff. The regional Head Start office in Dallas, has preliminarily given us the go ahead to submit the application as proposed.

Funds will be will be allocated as follows:

- **Salaries $142,860.** This allocation will allow the Program to continue the paying for salaries for all twenty six (26) positions originally budgeted under ARRA. These positions include, 7 teachers, 7 assistant teachers, 2 Support Service Assistants, 4 Bus Driver, 4 Bus Aide and 2 Center clerks
- **Fringe Benefits $53,800.** To continue to pay benefits to all personnel hired under ARRA.
- **Relocation Expense $175,500.** To disassemble, reassemble and relocate our Palmview I center.
- **Parking lot materials $27,500.** To pay for materials and supplies for parking spaces at the new site. County personnel will provide personnel and equipment.

The complete application is attached for approval.

Hidalgo County Head Start Program

¼ Mile West of 10th St. on Hwy 107
P. O. Box 0117
Edinburg, Texas 78540-0117
Telephone 956-383-0706, Fax 956-380-2588

Narrative

The Hidalgo County Head Start Program (HCHSP) is submitting an application to carry forward the unobligated balance of funds originally awarded for the expansion of Head Start services to 120 additional children.

As we review our expenditures we anticipate an unobligated fund balance totaling **$399,660.** This is mostly due to the inordinate amount of time required to hire and process all qualified personnel as per civil service regulations.

The Hidalgo county Head Start Program will utilize **$142,860** to pay for salaries and **$53,800** to pay for fringe benefits as we complete the funding cycle for expansion.

The Hidalgo County head Start Program proposes to utilize the remaining **$175,500** to pay for the expenses associated with the relocation of our Palmview I Head Start Center, plus **$27, 500** for parking lot improvements. The city of Palmview, which owns the land where our center is situated, has notified us that the Program will no longer be able to lease that land. The city is in the process of building additional municipal facilities and needs their property. Palmview I is a five classroom modular building which will have to be disassembled, transported and then re-assembled on another site. The County of Hidalgo has made available an adequate parcel for the new relocation site within the city of Palmview. This will allow us to continue to serve the same immediate population without displacing any of our Head Start families.

The Hidalgo County Head Start Program would emphasize that the goals and objectives proposed under the initial grant, have been met. Professional development goals for staff have been obtained and strengthened as we have also met all teachers mandates for AA and BA requirements; New classrooms have been built and classroom computers and supplies were purchased and distributed to facilitate data collection and assessment. The Program has reinforced service development for parents and community partners by sponsoring Healthy Marriage conferences, family health fairs, introducing Exploring Parenting Curriculum program wide. Currently the Program has Memorandums of Understanding with 9 school districts in the County for the School Readiness Program, placing 25 public school teachers in our classrooms.

The Hidalgo County Head Start Program is also in compliance with the newly adopted disability eligibility criteria for identifying children with special needs. The Program has successfully identified its 10% of eligible children with special needs, as certified by the local school districts.

Hidalgo County Head Start Program

¼ Mile West of 10th St. on Hwy 107
P. O. Box 0117
Edinburg, Texas 78540-0117
Telephone 956-383-0706, Fax 956-380-2588

Budget Reasonableness

Federal Share

The following proposed Federal program costs are accompanied with an explanation and justification for the proposed expenditures. All costs are reasonable and conform to 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

As explained in the carry forward request "Narrative", the Hidalgo County Head Start Program has been notified by the city of Palmview, land owner, that the current parcel of land where our Palmview I center is situated, must be vacated. HCHSP proposes to utilize part of the carry forward request to relocate our Palmvew I center to a location that has been provided by the grantee board (Commissioners' Court) free of cost to the Program

HCHSP's finds itself with very little time to find an appropriate facility that is suitable for Head Start services. The landlord has provided us with a 30 day cancelation notification as per lease agreement and has also accepted our request to remain there until the end of May 2011. In addition our service area is very rural with an alarming concentration of "colonias", a lack public infrastructure, and no existing suitable structures available for Head Start facilities. By relocating our existing modular structure to a location within one mile of the existing site, HCHSP will continue to serve the same 148 children and families in the area. Based on our previous experience with this type of project, the program can estimate with reasonable certainty that the process will be less costly and less time consuming than any other option available to us. Historically the cost per square foot is about 40% less exercising this option, when compared with new construction costs. In addition this option will be less taxing on our families as the displacement of children will be eliminated. Any unrest and/or stress as a result of the move will be diminished since the entire process can be accomplished during the summer months.

The Hidalgo County Head start Program adheres closely to the County's Procurement regulations, which includes formal bidding and advertising for professional architectural and engineering services. This process always yields the selection of the most advantageous and reasonable services and costs to the Program.

Personnel (object class category 6.a)

All salaries are appropriate and competitive in our region and county. The staff of the Hidalgo County Head Start Program meets all Head Start requirements and regulations. Salaries are in alignment with prevailing wages in the area as well as with federally recommended levels. All salaries are in compliance with Section 653 of the Head Start Act. This category includes the salaries for seven (7) teachers, seven (7) assistant teachers, 2 (two) support service assistants, 4 (four) bus drivers, 4 (four) bus aides and 2 (two) center clerks

Total Salaries	$142,860

Hidalgo County Head Start Program

¼ Mile West of 10th St. on Hwy 107
P. O. Box 0117
Edinburg, Texas 78540-0117
Telephone 956-383-0706, Fax 956-380-2588

Fringe Benefits (object class category 6.b)

In addition to adequate salaries, the Hidalgo County Head Start Program staff also receives a fringe benefit plan that is reasonable and conforms to 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). These benefits include FICA, Medicare, unemployment insurance, workers ' compensation, retirement, health insurance and life insurance.

Total Fringe Benefits	$53,800

Other (object class category 6.h)

This cost category reflects all expenditures related to the disassembling and reassembling of the Palmview facility including architectural, engineering and hauling expenses. Estimates are based on actual expenses incurred for a previous project for our McAllen II facility with the same square footage and identical layout.

Total disassembling and reassembling	$175,500

This line item will also capture all expenses related to the resurfacing of the parking lot for parents and staff to use in the new location. Currently the area is topped off with caliche, a substance that turns into a muddy mass once it rains thus creating riskier conditions during the dropping off and picking up of children at the center. The Program proposes to resurface the parking area by utilizing the County's resources through a collaborative effort. Head Start will provide the materials and supplies for resurfacing the area and the County will provide the equipment and labor to accomplish this task.

Total for materials	$27,500

Total Other	$203,000

Hidalgo County Head Start Program

¼ Mile West of 10th St. on Hwy 107
P. O. Box 0117
Edinburg, Texas 78540-0117
Telephone 956-383-0706, Fax 956-380-2588

Budget Narrative-Non-Federal Share

The following are the proposed Non-Federal Resources to be provided by The Hidalgo County Head Start Program. The listed resources meet the requirements for In-Kind contribution as per 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

PERSONNEL (Object Class Category 6.A)

Volunteer	Service Provided	Rate	Value
Classroom Assistants	Read stories, toileting, playground & lunchroom supervision	27 volunteers X 12.26 X 20 weeks X 15 hours	$99,306

Supplies (Object Class Category 6. e)

Use	Donation	Rate	Value
Classroom	Consumable (paper, art supplies, books and	N/A	$609

Total In-kind	$99,915

Application Grand Total	**$499,575**

Hidalgo County Head Start Program

1901 West State Highway 107
McAllen, Texas 78504
Telephone (956)383-0706

P. O. Box 0117
Edinburg, Texas 78540-0117
Telephone (956) 383-070

The Hidalgo County Head Start Program Policy Council held a meeting on Wednesday March 21, 2012 at the Hidalgo County Head Start Administrative Offices in McAllen, Texas.

The Policy Council unanimously approved and authorized the submission of the **"Carry Forward Application"** for unobligated fund balance for fiscal year ending December 31, 2011, to the Administration for Children and Families, Department of Health and Human Services.

Federal Funds	**$399,660**
In-Kind Contributions	**$ 99,915**
Total Application	**$499,575**

March 21, 2012
Date

Lupe Gonzalez, Chairperson
Hidalgo County Head Start Policy Council

AI-31610 **13. B.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Teresa Flores

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom Space for the Following Areas:

Donna - 2012-00505-03	Mission - 2012-00505-03
Edinburg - 2012-00505-03	Mission - 2012-00505-03
Mercedes - 2012-00505-03	Pharr - 2012-00505-03
Mercedes - 2012-00505-03	Weslaco - 2012-00505-03
McAllen - 2012-00505-03	Weslaco - 2012-00505-03
McAllen - 2012-00505-03	

BACKGROUND

Policy Council Approval: 03.21.12

Attachments

Classroom Space

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 09:35 AM
Roland Garcia	Rolando Garcia	03/23/2012 03:24 PM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Linda Galaviz Started On: 03/22/2012 09:04 AM

Final Approval Date: 03/26/2012

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: March 21, 2012

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom Space for The following areas:

Classroom Space-Donna 2012-005-05-03	Classroom Space-Mission 2012-011-05-03
Classroom Space-Edinburg 2012-006-05-03	Classroom Space-Mission 2012-012-05-03
Classroom Space-Mercedes 2012-007-05-03	Classroom Space-Pharr 2012-013-05-03
Classroom Space-Mercedes 2012-008-05-03	Classroom Space-Weslaco 2012-014-05-03
Classroom Space-McAllen 2012-009-05-03	Classroom Space-Weslaco 2012-015-05-03
Classroom Space-McAllen 2012-010-05-03	

RATIONALE/NEED: To contract for Classroom Space to serve families in the Donna, Edinburg, Pharr, McAllen, Mercedes, Mission, and Weslaco areas.

RECOMMENDATION: Administration recommends approval

COST: Head Start Budget $155,000
Rent: Account 19-5152-20-505

RELATED INFORMATION INCLUDED: Specifications

* * * *

BID NO: 2012-XXX-05-03 LEASE CLASSROOM SPACE-_____ AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

April 3, 2012

REQUEST FOR SEALED BIDS

Lease of Classroom Space – _____ AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504

(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-_____ AREA"
April 3, 2012
BID NO: 2012-XXX-05-03

DRAFT

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension, 1 pages

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

April 3, 2012

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - _____ AREA"
BID NO: 2012-XXX-05-03

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

DRAFT

LEGAL NOTICE BID No: 2012-XXX-05-03

1. Sealed Bids will be received for "Lease of Classroom Space - _____ AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – _____ AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Thursday May 3, 2012.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 IN REFERENCE TO THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

DRAFT

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

DRAFT

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	May 3, 2012
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

18. 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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of

DRAFT

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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or bided 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.

DRAFT

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

DRAFT

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 Qualifications 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 Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

DRAFT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
_____ AREA

EXHIBIT A

REQUIREMENTS

DRAFT

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- _____ AREA"
BID NO. 2012-XXX-05-03

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

DRAFT

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Thursday May 3, 2012. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2012-XXX-05-03

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Thursday, May 3, 2012 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

DRAFT

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

DRAFT

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

DRAFT

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

DRAFT

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties. There will also be a sixty (60) day clause for termination due to lack of funding.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

DRAFT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
_____ AREA

EXHIBIT B

BID PAGE

DRAFT

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- _____ AREA"
April 3, 2012

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

DRAFT

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
_____, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Thursday, May 3, 2012.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

DRAFT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
_____ AREA

EXHIBIT C

INSURANCE REQUIREMENTS

DRAFT

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

DRAFT

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

DRAFT

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

DRAFT

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ No

DRAFT

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?: □ State General Services 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 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): □ State General Services 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): □ State General Services 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): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

DRAFT

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 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 request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

DRAFT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at _____ in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises shall be used for the purpose of Head Start Classrooms and for Head Start Parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such buildings in which the Leased Premises are located.

DRAFT

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve months (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing on the first day of _____, for a like term or terms as may be subsequently agreed to upon by both parties.

Either LESSEE OR LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____, in twelve (12) equal monthly payment of $_____ per month payable on the 1st day of each month. Payment shall be mailed to _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed,

DRAFT

shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here,

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said buildings, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

DRAFT

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or

DRAFT

equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

DRAFT

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this agreement. The parties intend these provisions to be a continuing right to terminate this agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

DRAFT

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

DRAFT

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which

DRAFT

by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

DRAFT

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2012.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez, Attorney

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

DRAFT

EXHIBIT "A"

DRAFT

Form **W-9**
(Massachusetts Substitute W-8 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II Instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

AI-31608 **13. C.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Teresa Flores

Department: HEAD START

Information

CAPTION

Discussion/Approval of Hidalgo County Head Start Program Self-Assessment Results

BACKGROUND

Policy Council Approval: 03.21.12

Attachments

Self-Assessment Results

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 09:15 AM
Roland Garcia	Rolando Garcia	03/23/2012 03:00 PM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Linda Galaviz Started On: 03/22/2012 08:54 AM

Final Approval Date: 03/26/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: March 21, 2012

SUBJECT: Discussion/Approval of Hidalgo County Head Start Program Self-Assessment Results

RATIONALE/NEED: The purpose of the Self-Assessment is to improve program effectiveness. The Self-Assessment was conducted during the week of January 30, 2012-February 3, 2012 and February 6-10, 2012.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Hidalgo County Head Start Program Self-Assessment Results

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Annual Self-Assessment
Program Year 2011 – 2012

Continuous quality improvement is a central belief of the Hidalgo County Head Start program, with the goal of meeting Performance Standards and moving toward program excellence for serving children and families throughout the county. As part of this process, the annual Self-Assessment provides the program with the means to regularly assess the management systems and program operations in order to continually strengthen the program and the services delivered to children and families.

The Head Start Performance Standards clearly state that at least once each program year, with the consultation and participation of the Policy Council, the Grantee Board and, as appropriate, other community members, grantee agencies must conduct a Self-Assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal Regulations.

By using the Self-Assessment process, the Hidalgo County Head Start Program can assess annually how specific aspects of the program's operations impact services delivered to children and families. The Self-Assessment is an integral part of the program's planning cycle.

The Self-Assessment process involves the collection of information from a variety of sources to determine if systems and services have been implemented and are working effectively. This information is used to identify program strengths, determine areas for further development and plan appropriate strategies to effectively address the identified weaknesses of the program.

In order to ensure that the Hidalgo County Head Start Program is meeting program goals and objectives and is implementing Federal Regulations, the Program utilized the 2012 Office of Head Start Monitoring Protocol as the primary instrument to record and document the results of the annual Self-Assessment.

The Self-Assessment results are presented in a summary format based on the seven (7) sections the Protocol.

PROGRAM GOVERNANCE

Structure
Conflict of Interest
Roles, Responsibilities, and Training
Reporting to Governing Body and Policy Council

PROGRAM STRENGTHS:

The Program is able to utilize the county's resources to provide high quality services to the families. The Grantee Board and the Policy Council participate in a governance training institute to assist them in understanding their roles and responsibilities.

AREAS FOR IMPROVEMENT:

No areas of concern are identified at this time.

POTENTIAL AREAS OF NON COMPLIANCE (PANC):

None

MANAGEMENT SYSTEMS

Program Planning
Ongoing Monitoring, Record Keeping and Reporting
Human Resources
Communication

PROGRAM STRENGTHS:

The systematic use of monitoring tools/strategies at all levels of the organization targets continuous improvement in the quality of services delivered. (Approximately 48% of the Program's employees are current or former parents). Surveillance system is installed at all Program sites and in every classroom to increase the safety and security of all our children, staff and property. All centers and work sites are networked and Program data and reporting is totally automated, facilitating the flow of information up or down the organizational structure. This networking also allows the completion of desk audits to supplement site monitoring visits by central office staff.

The Staff Development and Human Resources Departments have secured that all teaching positions remain filled with appropriately credentialed staff. The Head Start mandate requiring fifty-one percent (51%) of the staff to have a bachelor's degree is expected to be met by 2013, with only forty-two (42) teachers with bachelor's degrees needed.

AREAS FOR IMPROVEMENT:

No areas of concern are identified at this time.

POTENTIAL AREAS OF NON COMPLIANCE (PANC):

None

FISCAL INTEGRITY

Financial Management Systems
Reporting
Procurement
Compensation
Cost Principles

PROGRAM STRENGTHS:

The Program utilizes an accounting payroll module to verify employment taxes. A monthly monitoring is conducted and financial reports are submitted to the policy council, administration and department heads. Internal Revenue Service E-Services are accessed to verify W-9's. The Program utilizes an electronic process for Requisitions, Payroll and Direct Deposit. Reconciliation forms are implemented for the use of reconciling weekly cash draw-downs, inter-fund accounts and bank accounts. The Program is in the process of finalizing the implementation of the new Fixed Assets Tracking System utilizing a bar code scanner.

AREAS FOR IMPROVEMENT:

No areas of concern are identified at this time.

POTENTIAL AREAS OF NON COMPLIANCE (PANC):

None

ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, AND ATTENDANCE

Recruitment and Selection
Eligibility
Enrollment
Attendance and Participation

PROGRAM STRENGTHS:

The Program maintains the Average Daily Attendance (ADA) at 88%. The Program maintains an active waitlist with over 1800 applications. The Program instituted new strategies which insured that more than 10% of the population served is special services. New strategies were also a part of the partnership agreements with the Public Schools to accomplish the 10% mandate.

AREAS FOR IMPROVEMENT:

No areas of concern are identified at this time.

POTENTIAL AREAS OF NON COMPLIANCE (PANC):

None

CHILD HEALTH AND SAFETY

Helping Families Access Health and Dental Care
Screening and Referrals
Physical Environments
Healthy Practices and Routines
Group Size

PROGRAM STRENGTHS:

Volunteers are present and father involvement is evident. All centers have a computerized tracking system and the staff is able to enter the data at the center level.

AREAS FOR IMPROVEMENT:

The 45/90 day deadline was met. Follow-up, notices and documentation are areas that need improvement.

POTENTIAL AREAS OF NON COMPLIANCE (PANC)

None

FAMILY AND COMMUNITY ENGAGEMENT

Building Relationships and Strengthening Families
Promoting Positive Parent-Child Relationships
Supporting Parents as Their Child's First and Most Important Educator
Developing Meaningful and Individualized Transitions
Community Partnerships

PROGRAM STRENGTHS:

All families, including recently enrolled children, have completed Family Partnership Agreements (FPA's) with follow up. All Centers have registered volunteers and documentation as required.

AREAS FOR IMPROVEMENT:

No areas of concern are identified at this time.

POTENTIAL AREAS OF NON COMPLIANCE (PANC):

None

CHILD DEVELOPMENT AND EDUCATION

Integrating the Head Start Child Development and Early Learning Framework
Supporting Social-Emotional Development
Individualizing
Monitoring Children's Progress
Quality of Teaching and Learning

PROGRAM STRENGTHS:

Classrooms are welcoming, clean, well equipped, inviting and set up in a manner that is conducive to learning. Children are given plenty of opportunities for creative self-expression through music, art, and movement. The Program is in partnership with the Pharr San Juan Alamo Independent School District, the McAllen Independent School District and the Hidalgo Independent School District providing Early Start services to a total of thirty six (36) classrooms. In addition, the Program has a total of twenty two (22) teachers involved in the Texas School Ready! Projects. The classroom activities are extended onto the bus during morning and afternoon routes. The bus monitor involves the children in counting, identifying shapes and colors and sings educational songs during the ride to and from the center. Excellent nutrition education is provided in the classrooms during Family Style meal service.

AREAS FOR IMPROVEMENT:

Provide additional guidance on group lessons and transitions. Provide additional guidance on interaction between teacher and children, and children and children. Provide additional guidance on communication between the custodial staff and foodservice department to improve the quality and efficiency of the meal service.

POTENTIAL AREAS OF NON COMPLIANCE (PANC):

None

Hidalgo County Head Start Program

2012 Blue Ribbon Centers

Edinburg V Head Start Center

San Juan I Head Start Center

La Herencia Head Start Center

Elsa Head Start Center

Monte Alto Head Start Center

San Carlos Head Start Center

Mission IV Head Start Center

Las Milpas II Head Start Center

Palmview III Head Start Center

Las Milpas I Head Start Center

AI-31654 **14. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and approval to purchase a certain tract of land also known as Parcel-15 San Carlos Drainage Improvements- Trenton Drain Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1-6536-94-0100-5000-9400

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

BUDGETARY IMPACT:

Funding by Urban County Program

Attachments

San Carlos Drainage-Parcel 15

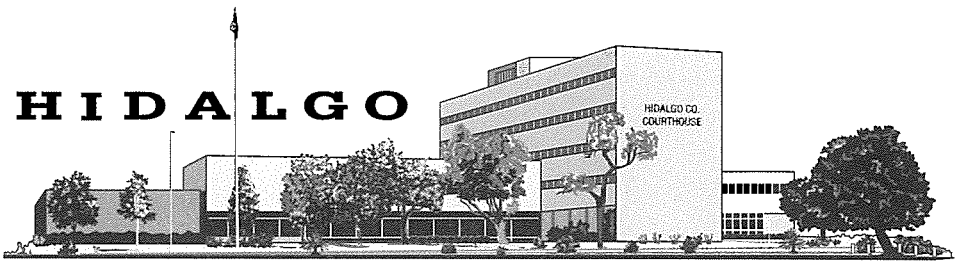
Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/27/2012 03:56 PM
Olga Garza	Olga Garza	03/29/2012 08:53 AM
Budget & Management	Merlen P. Munoz	03/27/2012 03:56 PM
Olga Garza	Olga Garza	03/29/2012 08:53 AM
Auditor's Office		
Purchasing Department		

Form Started By: Rebecca Gomez Started On: 03/27/2012 03:09 PM

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

MEMO

To: **Commissioners' Court**

From: **J. Benito Rodriguez**
Precinct 4 Right of Way Agent

Date: **March 27, 2012**

Subject: **San Carlos Drainage Improvements-Trenton Drain Project: Parcel # 15—Roberto Cavazos**

==========

Appraised Value	**$ 2.835.00**
Settlement Demand	**$ 5,600.00 ****
Difference	**$ 2,765.00 *****

*****See attached Supporting Documents**

Commissioners' Court Executive Session March 27, 2012.

_____ **Approved** 3/27/12

_____ **Not Approved**

February 21, 2012

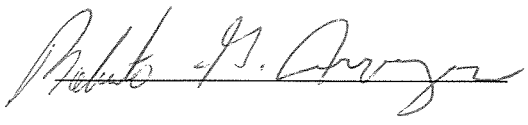
To whom it may concern,

I, Roberto G. Cavazos on behalf of my wife Olga Cavazos and I would like to submit a counter offer of $ 5,600.00 to be considered by the County of Hidalgo.

We consider this to be a fair counter offer. Also, since the County is installing an underground drainage system, there will be additional dirt. Therefore would like to retain some of the spoils for our low areas.

We do not want to delay the project and in good faith have signed a right of entry document.

Respectfully,



REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Located along the south line of E. Trenton Road east of Tower Road, Hidalgo County, Texas.	District	Pharr
		ROW CSJ:	N/A
Property Owner:	Berta Martinez	Purchase Order No	628724
		Parcel:	15
Address of Property Owner:	1903 Lili Drive Pharr, Texas 78577	Federal Project No:	N/A

Occupant's Name: Berta Martinez
Whole: ☐ Partial: ☑ Acquisition
Highway: Trenton Drainage Project County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $2,835.00 as of June 1, 2010, based upon my independent appraisal and the exercise of my professional judgment; on June 1, 2010, (date)(s), I personally inspected in the field the property herein appraised; I afforded Berta Martinez, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on June 1, 2010 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the County of Hidalgo or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General

Certification Number

July 1, 2010

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser — Date 7-16-10

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No. 4 under the direction of Honorable Hidalgo County Commissioner Oscar L. Garza, Jr. Commissioner Garza and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the use as a portion of a drainage improvement project with the project limits: Being an area of land located between Alberta Road and Trenton Road, from Alamo Road to east of Tower Road, in Hidalgo County, Texas.

The intended use of the report is to assist Benito Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 4 and may include other governmental entities which may be participating in the project. Benito Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Oscar L. Garza, Jr. Mr. Rodriguez has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By purchase order no. 628724 dated January 11, 2010, on behalf of Hidalgo County Precinct No. 4, Benito Rodriguez, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Quintanilla, Headley and Associates, Inc Engineering located at 124 E. Stubbs Street, Edinburg, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road Alberta and Trenton Roads.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 4, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Accessibility To Subject Property

The owner of record of the subject property, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way. The property owner shall reserve the right to contact this office after the date of inspection for an additional on-site inspection in their presence.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along southern property boundary of the subject property and does not affect the remainder of the tract in the remainder after state. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 5.28 acre tract of land as described by survey. Any existing road right-of-way or easements indicated along Alberta Road shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by Quintanilla, Headley and Associates dated September 11, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 2.94 acres to 15.01 acres. These indicated economic unit values are used for the valuation of the irregular partial acquisition, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial acquisition for the market valuation of the subject property.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the land area to be acquired is 0.21 acre (9,148 square feet) of which an existing 0.07 acre H.C.I.D. No. 2 Irrigation easement exist leaving a net 0.14 acres (6,098 square feet) of land owned in fee simple. The proposed acquisition has approximately 170.73 lineal feet of frontage along the northern side of a drainage canal easement located along the southern boundary of the subject property. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a commercial use tract of land, which is based on the local market trends along Alberta and Trenton Roads. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired	0.2100 Acres
	9,148 S.F.

Legal Description of the Part To Be Acquired

A 0.21 of an acre tract of land out of Lot 2, Block 54, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, According to the Map or Plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, and according to General Warranty Deed Recorded under County Clerk's Document Number 1887992, Official Records, Hidalgo County, Texas.

Remainder Before and After Acquisition

The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. After a review of the remainder after the acquisition, no damages to the remainder were indicated.

Property Tax Information

This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Berta Martinez. The part to be acquired was identified as the subject whole property which contained tax identification no. A1800-00-054-0002-07. The subject property, which is a commercial use tract of land, is assessed at $66,297 with building and site improvements indicated to be $94,761. The property taxes for the subject appear to be current; however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value. A survey of the remainder of the subject property was not provided nor necessary due to the acquisition size of the partial acquisition. The extraordinary assumption that no adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property.

Utility Services Available

The subject property is located in a region, which contains, water, water wells, electricity, and phone service, which is typical of the market area.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Estimated Marketing Time Period

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the market areas of Hidalgo County and the Cities of Alamo and San Juan, Texas. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within the Hidalgo County.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subjects highest and best use as if vacant and as improved is indicated for continued mixed use. This type of use is concurrent with the recent trends located along Tower Road within Hidalgo County and nearby municipalities to the project including the City of San Juan and the City of Alamo. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo, Texas.

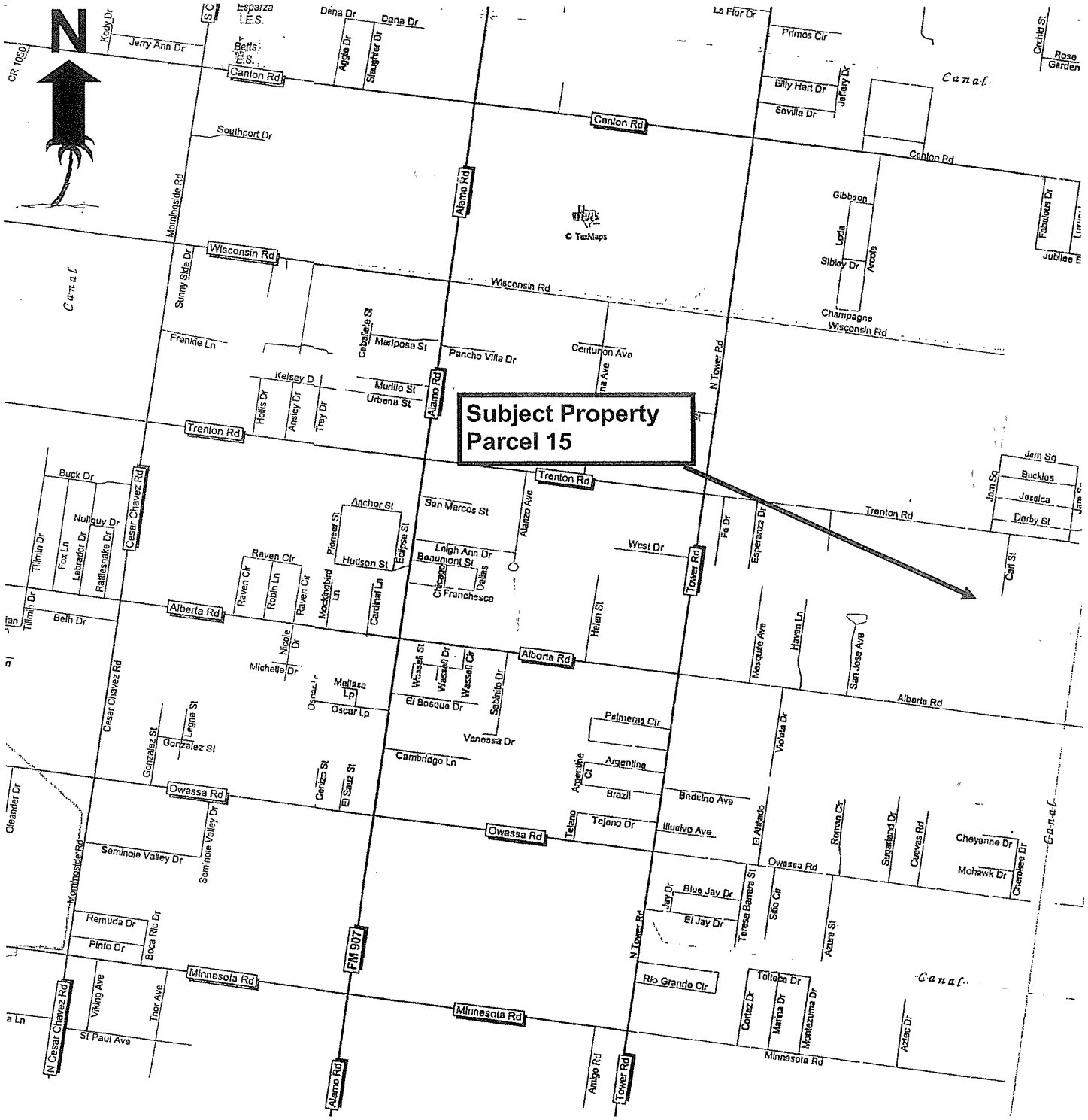
When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the acquisition, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition if applicable. In order to determine the highest and best use, research was performed within Hidalgo County with the corresponding municipalities located near the subject property. Since the subject lies within the jurisdiction of the County of Hidalgo, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along Trenton Road and should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use of single family residential "as if vacant" and "as improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of Hidalgo County. The subject property contains adequate land area and frontage along Trenton Road to allow for continued mixed use before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a residential highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

The financial feasibility and maximally productive use of the subject property is based on the growth trends along Trenton Road include agricultural, grazing, residential, and small retail developments. Based on the stable growth along Trenton Road and nearby Tower Road and Alamo Road, it is estimated that the subject can be financially feasible to contain continued mixed use "as if vacant" and "as improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired. After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as if vacant" and "as improved" shall be for mixed use. This conclusion is correlated to the subject property as a whole and selected economic unit.

LOCATION MAP OF SUBJECT PROPERTY



Copyright 1996-2007 TexMaps; 8th Edition

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



AI-31661 **14. B.**

CC REGULAR

Meeting Date: 04/03/2012

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and approval to purchase a certain tract of land also known as Parcel 13 & Parcel 14 South McColl Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-122-028-0-711

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

BUDGETARY IMPACT:

Pct. 2 Project

Attachments

S. McColl Parcel 13 & 14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 03:14 PM
Olga Garza	Olga Garza	03/29/2012 09:05 AM
Budget & Management	Merlen P. Munoz	03/28/2012 03:14 PM
Olga Garza	Olga Garza	03/29/2012 09:05 AM
Auditor's Office		
Purchasing Department		

Form Started By: Rebecca Gomez Started On: 03/28/2012 07:50 AM

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

TO: TXDOT
C/O Robert Cazarez
P O Box 1717
Pharr, Tx 78577

FROM: Lupe Rodriguez
Right Of Way Agent

DATE: February 22, 2012

RE: South McColl Road Project ROW CSJ: 0921-02-288 (Parcel 13)

Attached, please find the original letter of offer, and a Counter Offer letter provided by the property owner.

Please approve for closing.

Appraised Value:	$ 1,350.00
Counter offer:	$ 1,550.00
Difference:	$ 200.00
Approved:	1/27/2012
Not Approved:	_____

Thank you for your prompt attention.

301 EAST STATE STREET • PHARR, TEXAS 78577 • TEL: 956.787.1891 • FAX: 956.787.4683

Board of Directors

Allen Arnold	J.D. Dreibelbis	Fred Schuster	Karl Obst	M.G. Dyer
President	*Vice-President*	*Secretary*	*Asst. Secretary*	*Member*

Sonny Hinojosa, General Manager

Hidalgo County Irrigation District Number Two

P.O. Box 6, San Juan, Texas 78589 (956) 787-1422 FAX (956) 781-7622

February 8, 2012

Lupe Rodriguez
Right of Way Agent
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, Texas 78577

RE: Parcel 13, South McColl Road

Dear Mr. Rodriguez:

The Board of Directors of the Hidalgo County Irrigation District No. 2 considered your offer of $1,350.00 for the above referenced Parcel of land. The Board rejected the offer, but approved accepting $1,550.00 for the parcel.

Please advise if Hidalgo County will approve of the $1,550.00 counter offer.

Sincerely,

Sonny Hinojosa

Sonny Hinojosa
General Manager

SH:asm

RECEIVED
FEB 22 2012
RIGHT OF WAY DEPT.

Hidalgo County
Precinct No. 4
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

Date: January 23, 2012

County: Hidalgo
Federal Project No.: N/A
Highway: South McColl Road

ROW CSJ: 0921-02-288
Parcel: 13
From: Orangewood
To: Dicker (FM 3072

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7007 2560 0001 0840 7742

Hidalgo County Irrigation District No. 2
326 South Standard
San Juan, Texas 78589

Dear Hidalgo County Irrigation District No. 2

In acquiring property for the highway system of Texas, the County of Hidalgo (the "County") in conjunction with the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's negotiator, Lupe Rodriguez or Jaime Salinas, a portion of your property located between Dicker Road FM 3072 and Orangewood Avenue, as described in the enclosed property description Exhibit "A", is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County on behalf of the State is authorized to offer you **$ 1,350.00** for your property, which includes $ 1,350.00 for the property to be purchased and $0.00 for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the State. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the Department to permit owners who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the real property by eminent domain.

Improvement	Amount to be Subtracted if Retained
No improvements to be damaged	$ 0.00

301 EAST STATE STREET ★ PHARR, TEXAS 78577 ★ TEL.: 956.787.1891 ★ FAX: 956.787.4683

If you wish to accept the offer based upon this appraisal, please contact Lupe Rodriguez or Jaime Salinas as soon as possible, at (**956**) 787-1891, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the County on behalf of the State shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the Department in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Lupe Rodriguez or Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal on which this offer is based.

Sincerely,

Mr. Lupe Rodriguez, Right of Way Agent

ENCLOSURES:
Appraisal Report(s)
Right of Way Manager or other signatory
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

TO: TXDOT
C/O Robert Cazarez
P O Box 1717
Pharr, Tx 78577

FROM: Lupe Rodriguez
Right Of Way Agent

DATE: February 22, 2012

RE: South McColl Road Project ROW CSJ: 0921-02-288 (Parcel 14)

Attached, please find the original letter of offer, and a Counter Offer letter provided by the property owner.

Please approve for closing.

Appraised Value:	$ 1,800.00
Counter offer:	$ 2,000.00
Difference:	$ 200.00
Approved:	1/27/2012
Not Approved:	

Thank you for your prompt attention.

301 EAST STATE STREET • PHARR, TEXAS 78577 • TEL: 956.787.1891 • FAX: 956.787.4683

Board of Directors

Allen Arnold	J.D. Dreibelbis	Fred Schuster	Karl Obst	M.G. Dyer
President	*Vice-President*	*Secretary*	*Asst. Secretary*	*Member*

Sonny Hinojosa, General Manager

Hidalgo County Irrigation District Number Two

P.O. Box 6, San Juan, Texas 78589 (956) 787-1422 FAX (956) 781-7622

RECEIVED
FEB 2 2 2012
RIGHT OF WAY DEPT.

February 8, 2012

Lupe Rodriguez
Right of Way Agent
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, Texas 78577

RE: Parcel 14, South McColl Road

Dear Mr. Rodriguez:

The Board of Directors of the Hidalgo County Irrigation District No. 2 considered your offer of $1,800.00 for the above referenced Parcel of land. The Board rejected the offer, but approved accepting $2,000.00 for the parcel.

Please advise if Hidalgo County will approve of the $2,000.00 counter offer.

Sincerely,

Sonny Hinojosa
General Manager

SH:asm

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

Date: January 23, 2012

County: Hidalgo
Federal Project No.: N/A
Highway: South McColl Road

ROW CSJ: 0921-02-288
Parcel: 14
From: Orangewood
To: Dicker (FM 3072

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7007 2560 0001 0840 7759

Hidalgo County Irrigation District No. 2
326 South Standard
San Juan, Texas 78589

Dear Hidalgo County Irrigation District No. 2

In acquiring property for the highway system of Texas, the County of Hidalgo (the "County") in conjunction with the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's negotiator, Lupe Rodriguez or Jaime Salinas, a portion of your property located between Dicker Road FM 3072 and Orangewood Avenue, as described in the enclosed property description Exhibit "A", is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County on behalf of the State is authorized to offer you **$ 1,800.00** for your property, which includes $ 1,800.00 for the property to be purchased and $0.00 for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the State. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the Department to permit owners who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the real property by eminent domain.

Improvement	Amount to be Subtracted if Retained
No improvements to be damaged	$ 0.00

301 EAST STATE STREET ★ PHARR, TEXAS 78577 ★ TEL: 956.787.1891 ★ FAX: 956.787.4683

If you wish to accept the offer based upon this appraisal, please contact Lupe Rodriguez or Jaime Salinas as soon as possible, at (**956**) 787-1891, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the County on behalf of the State shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the Department in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact Mr. Lupe Rodriguez or Mr. Jaime Salinas at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal on which this offer is based.

Sincerely,

Mr. Lupe Rodriguez, Right of Way Agent

ENCLOSURES:
Appraisal Report(s)
Right of Way Manager or other signatory
Landowner Bill of Rights
Brochure ("Right of Way Purchase")

AI-31725 **14. C.**

CC REGULAR

Meeting Date: 04/03/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization for County Treasurer to issue check to Valley Land & Title Co. in the amount of $ 93,166.54 on Earnest Money Contract for the Lopezville Park approved by Commissioners' Court on 12/20/11, after review, auditing and processing procedures are completed by County Auditor

BACKGROUND

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/30/2012 03:13 PM
Budget & Management	Merlen P. Munoz	03/30/2012 03:13 PM
Olga Garza		
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 03/30/2012 02:51 PM

EARNEST MONEY CONTRACT

(Unimproved Property)

Seller:	Solida Administradora de Portafolios, S.A. de C.V., a Mexico corporation
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land Title Company 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land Title Company 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way, if any.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of NINETY-THREE THOUSAND AND NO/100THS DOLLARS ($93,000.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $1,000.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 Termination Option. For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller $100.00 (Option Fee) within two (2) days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within Thirty (30) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

B. Seller has paid all local taxes that have been assessed against Seller or the Property.

C. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

D. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

E. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

F. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

G. There are no leases or other agreements in effect relating to the surface estate of the real property described on Exhibit "A" attached hereto.

H. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing, there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Purchaser shall, at Purchaser's sole expense, obtain a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 At the same time that Purchaser obtains the Title Binder, Purchaser shall also obtain true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 All costs associated with this Article shall be borne by Purchaser.

ARTICLE V

SURVEY

Within thirty (30) days from the Effective Date, PURCHASER, at its sole cost and expense, shall obtain and deliver one (1) copy to OWNER and one (1) copy to the Title Company of a current minimum standard detail requirements for land title surveys (the "Survey") prepared by a registered public surveyor licensed in the State of Texas and approved by PURCHASER showing the Property, together with a corresponding metes and bounds field-notes description of the Property in Exhibit “A”. The Survey and description shall be prepared in a form acceptable to PURCHASER and to permit the Title Company to delete the standard survey exception. The Survey shall include

the plotting and permanent location of easements, rights-of-way, encroachments, improvements, fences, building set-back lines and other matters located on the ground. The Survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property. The surveyor shall additionally calculate and indicate on the Survey the square footage, expressed to five significant figures, and the square feet of land contained within the boundaries of the Property and the square feet within any easement, right-of-way, or encroachment, each expressed to five significant figures. The surveyor shall additionally calculate and indicate on the Survey the acreage and square feet of land within the boundaries of the Property, if any, that lie within the 100-year flood plan (as defined in 44 Code of Federal Regulations, '59.1), or flood hazard zone or fault zone (herein collectively referred to as "Hazard Zone"). The Survey shall contain a certification signed by the surveyor, in form acceptable to the Title Company and PURCHASER.

If the Survey shows any matters that are objectionable to PURCHASER, PURCHASER shall so notify OWNER within five (5) days from the date of PURCHASER'S receipt of the Survey. Upon the expiration of said (5) day period, PURCHASER shall be deemed to have accepted all matters disclosed on the Survey (except for any matters to which notice under the preceding sentence has been given to OWNER) and such matters may be shown as Permitted Exceptions on the owner policy of title insurance required of Owner under this Option. OWNER shall, within fifteen (15) days of receipt of said notice of objections, have the option, in its sole discretion, of either (i) terminating this Contract, in which event all payments received by Owner hereunder shall be returned to PURCHASER and neither party shall have any further obligations to the other or (ii) clearing the objections so specified.

5.1 Purchaser shall have a period of five (5) business days following the date of receipt by Purchaser of the Survey described in Article 5 hereof to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

5.2 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE VI

FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have thirty (30) days following the date of this Contract for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections, architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon, soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study inspection, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VII

CLOSING

7.1 Closing shall be held on or before 60 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

7.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 5.2, above.

B. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

C. Possession of the Property.

7.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price. Purchaser may, at Purchaser's expense, purchase an Owner's Policy of Title Insurance issued by the Title Company in the

amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

ARTICLE VIII

ADJUSTMENTS AND EXPENSES

8.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

8.2 Purchaser shall pay costs of recording instruments presented by the Seller, the survey and its own attorney's fees. The cost of the Owner Policy of Title Insurance, tax certificates, and all other expenses of Closing shall be paid by Purchaser, except Seller's attorneys' fees and correction matters, if any.

ARTICLE IX

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE X

ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE XI

CONDEMNATION AND CASUALTY LOSS

11.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

11.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

11.3 Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Purchaser may (a) terminate this contract and the earnest money will be refunded to Purchaser (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

ARTICLE XII

LIENS AND TAXES

12.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

12.2 Unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XIII

ASSIGNMENT

13.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIV

SURVIVAL

14.1 Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XV

MISCELLANEOUS

15.1 Time shall be of the essence of this Contract.

15.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

15.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

15.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

15.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

15.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

15.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

15.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of ten (10) days from the receipt of such notice to cure the default.

15.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

15.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

15.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

15.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

15.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before December 30, 2011, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

15.15 **Compliance.** In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the Property examined by an attorney of its own selection.

15.16 **Utility District.** If any part of the Property is situated in any Utility District, Section 50.301 of the Texas Water Code requires the Purchaser to sign and acknowledge a statutory notice of that fact prior to or at the Closing.

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

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to Seller: Solida Adminstradora de Portafolios, S.A. de C.V., a Mexico corporation
100 Savannah, Suite 540
McAllen, Texas 78503

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

The date of this Contract is the_____ day of_____ , 20____ (the "Effective Date").

SELLER:

SOLIDA ADMINSTRADORA DE PORTAFOLIOS, S.A. DE C.V., a Mexico corporation

By:_____

PURCHASER:

COUNTY OF HIDALGO, TEXAS

By:_____

ATTEST:

_____
Arturo Guajardo, Hidalgo County Clerk

Receipt of a fully executed Contract is hereby acknowledged this ____ day of _____, 20___, at _____, _____.M.

ESCROW AGENT:

VALLEY LAND TITLE COMPANY

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

PURCHASER'S ATTORNEY:
Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

SELLER'S ATTORNEY:

EXHIBIT "A"

Lopezville Park Project-Ptc. #2

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm #456 • Surveying Firm #101650

ENG10.107
November 28, 2011
SHEET 1 OF 3

EXHIBIT-A
METES AND BOUNDS DESCRIPTION
OF
A 4.00-ACRE TRACT OF LAND OUT OF
A 10.00-ACRE TRACT OUT
OF LOT 4, BLOCK 6,
JOHN CLOSNER et. al. SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUME 0, PAGE 4, M.R.H.C.

Being a 4.00-acre tract of land out of a 10.00-acre tract out of Lot 4, Block 6, John Closner et. al. Subdivision, Hidalgo County, Texas, as per map recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas. Said 10.00-acre tract is vested to Solida Administrador de Portafolios, S.A. de C.V., a Mexico corporation from Inter National Bank, a national banking association by virtue of a Special Warranty Deed dated November 24, 2010, and recorded in Document No. 2158186, Official Records of Hidalgo County, Texas, Said 4.00-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Northeast corner of Lot 4, Block 6, John Closner et. al. Subdivision, **Thence**, South 08 degrees 29 minutes 00 seconds West, with the East line of Lot 4, Block 6, John Closner et. al. Subdivision, a distance of 523.31 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

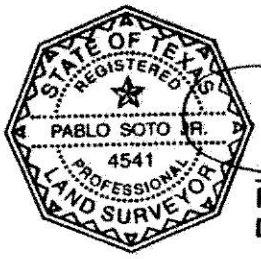
THENCE, continuing South 08 degrees 29 minutes 00 seconds West, with the East line of said Lot 4, Block 6, a distance of 348.87 feet to a No. 5 rebar found at the Southeast corner of said 10.00-acre tract for the Southeast corner of this tract of land;

THENCE, North 81 degrees 31 minutes 00 seconds West, with the South line of said 10-00-acre tract, a distance of 499.44 feet to a No. 5 rebar found at the Southwest corner of said 10.00-acre tract for the Southwest corner of this tract of land;

THENCE, North 08 degrees 29 minute 00 seconds East, with the East line of said 10.00-acre tract, a distance of 348.87 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 31 minutes 00 seconds East, parallel to the South line of said Lot 4, Block 6, a distance of 499.44 feet to the **POINT OF BEGINNING** and containing 4.00-acres of land, more or less;

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 11/28/11

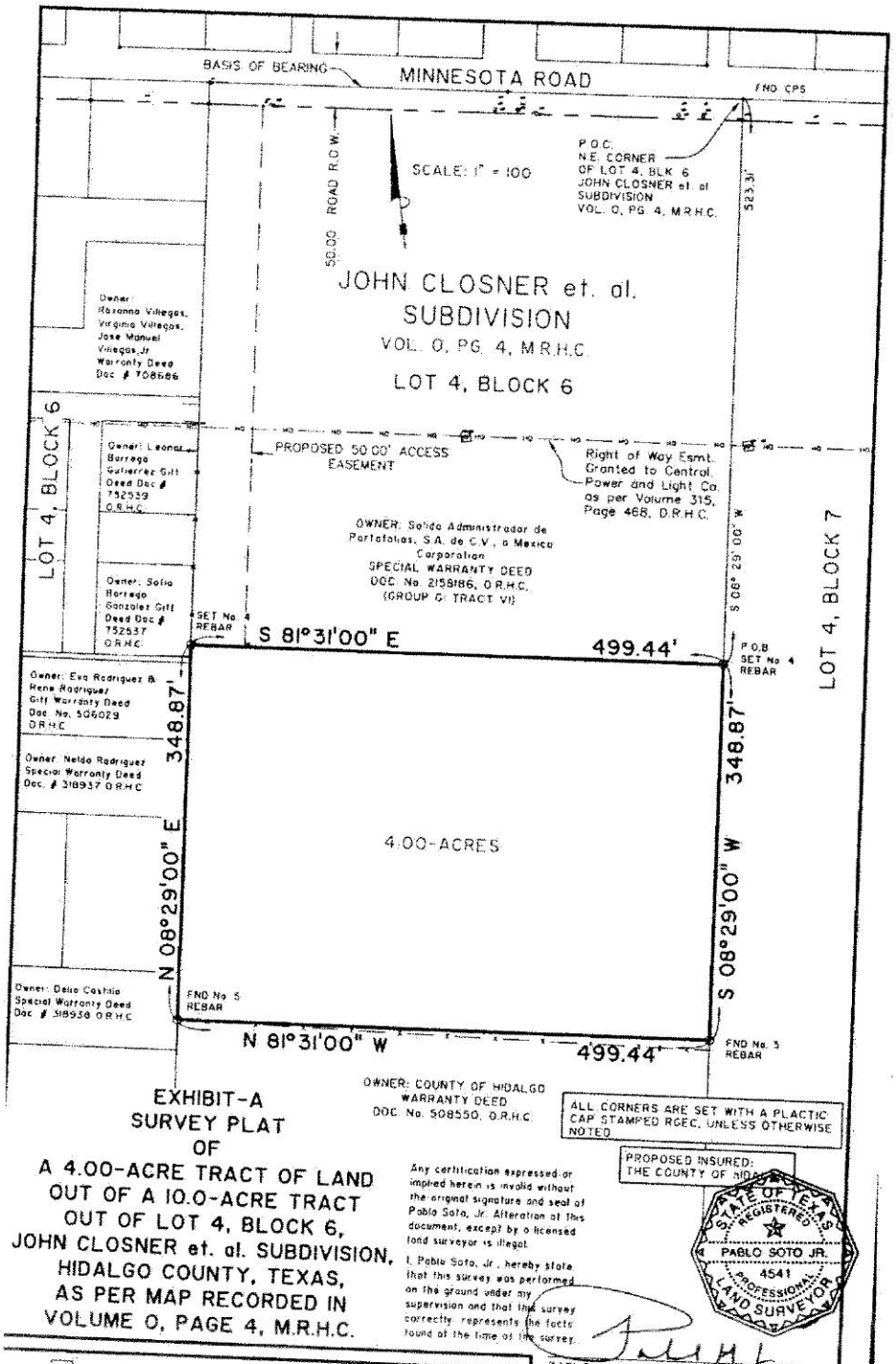


EXHIBIT-A
SURVEY PLAT
OF
A 4.00-ACRE TRACT OF LAND OUT OF A 10.0-ACRE TRACT OUT OF LOT 4, BLOCK 6, JOHN CLOSNER et. al. SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 0, PAGE 4, M.R.H.C.

Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr. Alteration of this document, except by a licensed land surveyor is illegal.

I, Pablo Soto, Jr., hereby state that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey.

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 11/28/11

GF No: 127215

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2567 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

JOB No.: ENGI0107	DATE: NOV 28, 2011
DRAWN BY: RG	PAGE: 3 OF 3

AI-31580 **15. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Raul E. Sesin, P.E.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. La Homa Crossing Phase I Subdivision – Pct.3 (Manuel Cantu Jr.)
b. Evergreen Valley Estates Phase 4 Subdivision – Pct. 4 (Tillmin Welch)
c. Evergreen Valley Estates Phase 6 Subdivision – Pct. 4 (Tillmin Welch)
d. Pueblo de Palmas Phase 14 Subdivision – Pct. 4 (J.Gary Frisby)

2. Preliminary Approval with Variance request
a. Yamham Subdivision – Pct. 2 (Omar Martinez Moreno)

3. Final Approval
a. Solis Acres Subdivision– Pct.4 (Noe and Ramona Gutierrez)
b. Mjay Subdivision – Pct 4 (Gloria Garza)
c. Julia Moreno Acres Subdivision – Pct. 3 (Julia Moreno)
d. Villarreal Rodriguez Subdivision – Pct. 4 (Jose Villarreal Rodriguez)

BACKGROUND

Attachments

La Homa Crossing Ph I
La Homa Crossing Ph I; Plat
Evergreen Valley Estates 4; Preliminary
Evergreen Valley Ph 4; Plat
Evergreen Valley Estates Ph 6; Preliminary
Evergreen Valley Estates 6; Plat
Pueblo De Palmas 14; Plat
Pueblo de Palmas 14 - Preliminary
Yamham- Preliminary
Yamham; Plat
Solis Acres - Final
Solis Acres; Plat
Mjay Subdivision - Final
Mjay; Plat
Julia Moreno Acres - Final
Julia Moreno Acres; Plat
Villarreal Rodriguez - Final
Villarreal Rodriguez; Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 02:34 PM
Olga Garza	Olga Garza	03/22/2012 09:24 AM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Nora Cavazos Started On: 03/21/2012 01:58 PM

Final Approval Date: 03/26/2012

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: March 21, 2012

RE: **La Homa Crossing Subdivision – Pct. 3**
Preliminary Approval

La Homa Crossing Subdivision is a thirteen (13) lot subdivision located on the Southeast corner of La Homa Rd. and Mile 7 North Rd.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 03, 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 provided by on-site drainage detention swales. The nearest drain ditch outfall is approximately ½ miles South East of the subdivision development.

The proposed subdivision plat was submitted to, reviewed by the H.C.ROW Dept. The proposed subdivision plat will dedicate twenty (20) feet on La Homa Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Septic Tanks will be installed by lot owner at development permit stage.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Mile 7 North Rd. that will serve as the primary source of water for the proposed development.

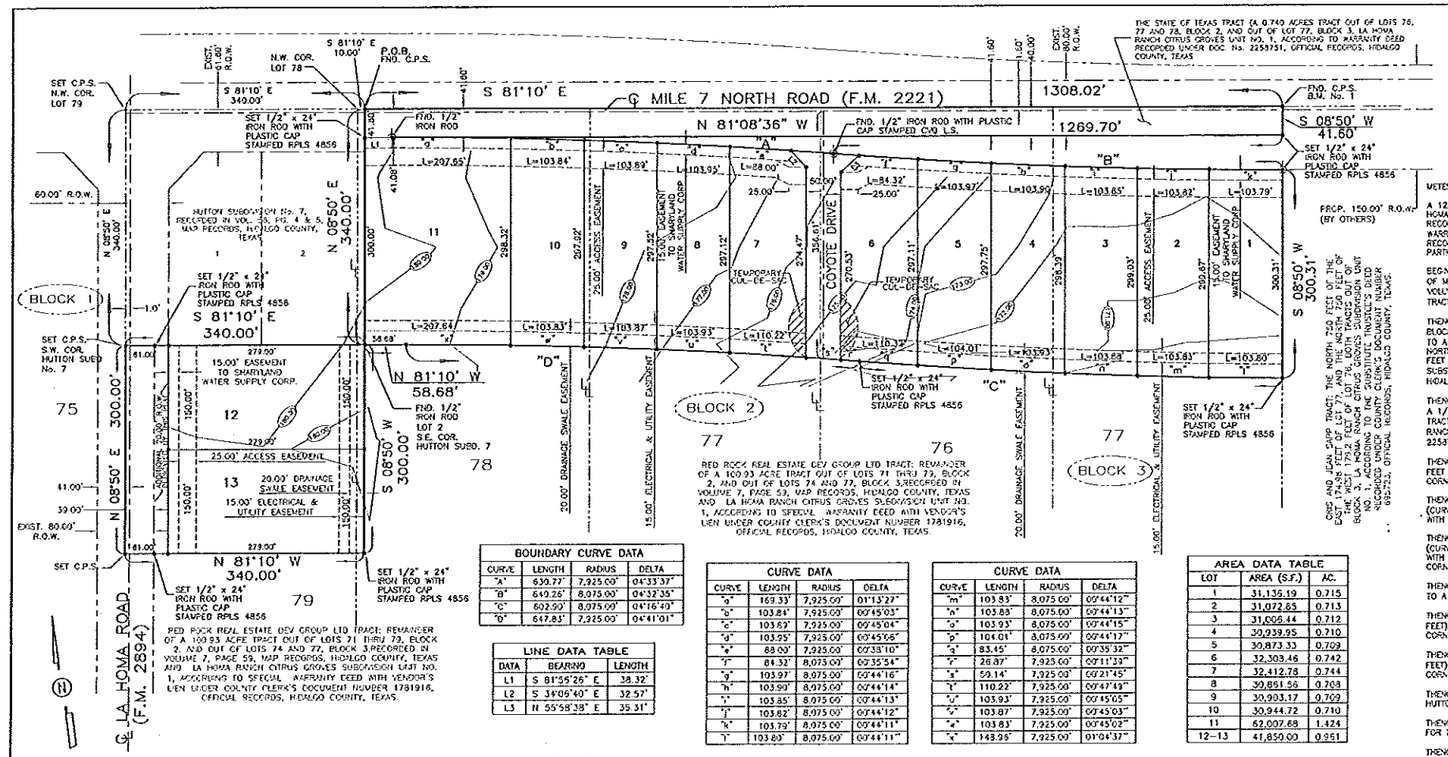
The applicant has submitted the required Large Construction Site Notice or NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project on March 15, 2012.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 20, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **La Homa Crossing Phase I 2nd Review** **Page** Page 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-15-2012	JRT
2	1ST SHEET COMMENTS: Please label the additional road ROW dedication by this plat for La Homa Rd and Mile 7 North Rd.		
4	Proposed ROW line by this plat does not align with the existing South ROW line west of this subdivision development. Please refer to redline markups.		
6	Please correct labeled surveyor monument on drawing to coincide with the P.O.B. and the 13th callout on the metes and bounds.		



BOUNDARY CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"A"	630.77'	7,925.00'	04°33'37"
"B"	640.26'	8,075.00'	04°32'35"
"C"	602.90'	8,075.00'	04°16'40"
"D"	647.83'	7,925.00'	04°41'01"

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 81°56'26" E	38.32'
L2	S 34°09'40" E	32.57'
L3	N 55°58'38" E	35.31'

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"a"	169.33'	7,925.00'	01°13'27"
"b"	103.84'	7,925.00'	00°45'03"
"c"	103.69'	7,925.00'	00°45'04"
"d"	103.95'	7,925.00'	00°45'56"
"e"	88.09'	7,925.00'	00°38'10"
"f"	84.32'	8,075.00'	00°35'54"
"g"	103.97'	8,075.00'	00°44'16"
"h"	103.99'	8,075.00'	00°44'14"
"i"	103.85'	8,075.00'	00°44'13"
"j"	103.82'	8,075.00'	00°44'12"
"k"	103.79'	8,075.00'	00°44'11"
"l"	103.83'	8,075.00'	00°44'11"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"m"	103.83'	8,075.00'	00°44'12"
"n"	103.85'	8,075.00'	00°44'13"
"o"	103.93'	8,075.00'	00°44'15"
"p"	104.01'	8,075.00'	00°44'17"
"q"	83.45'	8,075.00'	00°35'32"
"r"	26.87'	7,925.00'	00°11'39"
"s"	59.14'	7,925.00'	00°21'45"
"t"	110.22'	7,925.00'	00°47'49"
"u"	103.93'	7,925.00'	00°45'05"
"v"	103.87'	7,925.00'	00°45'03"
"w"	103.83'	7,925.00'	00°45'02"
"x"	148.95'	7,925.00'	01°04'37"

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	31,136.19	0.715
2	31,072.65	0.713
3	31,006.44	0.712
4	30,939.95	0.710
5	30,873.33	0.709
6	32,303.46	0.742
7	32,412.78	0.744
8	30,851.56	0.708
9	30,903.17	0.709
10	30,944.72	0.710
11	62,007.68	1.424
12-13	41,850.00	0.961

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN
COMMUNITY-PANEL No. 480334 0230 D
COMMUNITY-PANEL No. 480334 0235 D
MAP DATED: JUNE 6, 2000

2.- SETBACKS:
FRONT 50.00 FEET
REAR 35.00 FEET
SIDE 6.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

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

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY 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.
BENCHMARK No. 1 ELEV.=178.29 LOCATED ON A COTTON PICKER SPINDLE FOUND ON THE NORTHWEST CORNER OF THE PROP. SUBDIVISION. N.A.V.D. 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 39,105.77 CUBIC -FEET 0.90 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.2.

MANUEL CANTU, JR. MEMBER, RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD. — THE OWNER & SUBDIVIDER OF SUBDIVISION PHASE I — LA HOMA CROSSING — RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

8.- LEGEND ● = DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

9.- 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 COMMERCIAL SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR 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 SOIL EVALUATOR (LICENSE No. – 0512259) 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.

10.- 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.

11.- 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.

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

13.- AN OFF-STREET PARKING LOT SITE-PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED ON 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 CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

14.- ALL LOTS SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. ALL LOTS ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

15.- ALL LOTS IN LA HOMA CROSSING SUBDIVISION PHASE I ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LA HOMA CROSSING SUBDIVISION PHASE I TO THE AREA DEPICTED ON THE SUBDIVISION PHASE I PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LA HOMA CROSSING SUBDIVISION PHASE I THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PHASE I 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 PHASE I PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING LA HOMA CROSSING SUBDIVISION PHASE I BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION PHASE I IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN LA HOMA CROSSING SUBDIVISION PHASE I, 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 LA HOMA CROSSING SUBDIVISION PHASE I 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.

17.- ANY PROPOSED DRIVEWAY/ENTRANCE CONSTRUCTION WITHIN OR ALONG TxDOT RIGHT-OF-WAYS SHALL CONFORM TO THE TxDOT ACCESS MANAGEMENT MANUAL. DRIVEWAY PERMIT SHALL BE REQUIRED AND SHOULD BE APPROVED IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION.

18.- NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR LOTS 1 THROUGH 13. A 24.00 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER ON LOT 1 TO PROVIDE INGRESS AND EGRESS TO LOTS 1 THROUGH 6 FROM F.M. 2221 (MILE 7 NORTH ROAD). A 15.00 FOOT DRIVEWAY EXTENSION SHALL BE CONTRUCTED TO THE EXISTING 30.00 FOOT DRIVEWAYS ON LOT 11 TO PROVIDE INGRESS AND EGRESS TO LOTS 7 THROUGH 11 FROM F.M. 2221 (MILE 7 NORTH ROAD). ANOTHER 15.00 FOOT DRIVEWAY EXTENSION SHALL BE CONTRUCTED TO THE EXISTING 30.00 FOOT DRIVEWAYS ON LOT 12 TO PROVIDE INGRESS AND EGRESS TO LOTS 11 THROUGH 12 FROM F.M. 2894 (LA HOMA ROAD).

19.- CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED TO THE SOUTH IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE SOUTH.

20.- DEVELOPER MUST PAVE ALL 25.00' ACCESS EASEMENTS PRIOR TO RECORDING OR ISSUING ANY BUILDING PERMITS. THE MAINTENANCE OF THE PAVED ACCESS EASEMENT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

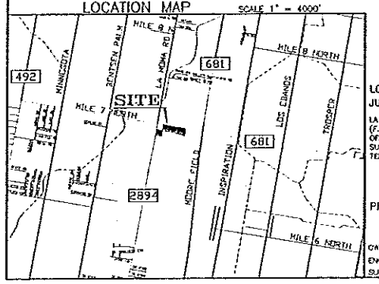
21.- 5.0' SIDEWALKS ARE REQUIRED AT PERMIT STAGE ALONG MILE 7 NORTH ROAD (F.M. 2221) AND LA HOMA ROAD (F.M. 2894).

22.- A 8.0 FOOT OPAQUE FENCE BUFFER SHALL BE REQUIRED OF THE COMMERCIAL DEVELOPER AND/OR OPERATOR IF ADJACENT TO RESIDENTIALLY USED PROPERTIES.

23.- 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.

24.- THE CITY OF MISSION SHALL APPROVE A SITE PLAN (WHICH SHALL INCLUDE EMPHASIS TO BUT NOT BE LIMITED TO ACCESSIBILITY TO MILE 7 NORTH ROAD, CROSS ACCESS EASEMENTS TO AMONG OTHER NON RESIDENTIAL DEVELOPMENT, FENCE BUFFERING, FIRE HYDRANTS AND PAVED FIRE LANES) PRIOR TO ISSUANCE OF A BUILDING PERMIT.

LOCATION MAP SCALE 1" = 4000'



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

LA HOMA CROSSING SUBDIVISION PHASE I, IS LOCATED IN WEST HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 7 NORTH ROAD (F.M. 2221) AND EAST SIDE OF LA HOMA 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). LA HOMA CROSSING SUBDIVISION PHASE I, LIES APPROXIMATELY 4 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S 5-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. IT LIES IN PRECINCT No. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	MANUEL CANTU, JR. MEMBER, RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD.	810 W. FERGUSON	PHARR, TX 78577	(956)921-8160	682-3302
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SUBDIVISION PLAT OF:

LA HOMA CROSSING SUBDIVISION PHASE I

A 12.53 ACRE TRACT OF LAND OUT OF LOTS 76, 77, 78 AND 79, BLOCK 2 AND LOT 77, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1781916, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 12.53 ACRE TRACT OF LAND OUT OF LOTS 76, 77, 78 AND 79, BLOCK 2, AND OUT OF LOT 77, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1781916, 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 FOUND ON THE NORTH LINE OF LOT 78 AND WITHIN THE RIGHT OF WAY OF MILE 7 NORTH ROAD (F.M. 2221) FOR THE NORTHEAST CORNER OF HUTTON SUBDIVISION No.7 (RECORDED IN VOLUME 55, PAGES 4 AND 5, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°10' E, 10.00 FEET FROM THE NORTHWEST CORNER OF LOT 78.

THENCE: S 81°10' E, ALONG THE NORTH LINE OF LOTS 78, 77 AND 78, BLOCK 2, THE NORTH LINE OF LOT 77, BLOCK 3, AND WITHIN THE RIGHT OF WAY OF MILE 7 NORTH ROAD (F.M. 2221), A DISTANCE OF 1,308.02 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF THE CRIS AND JEAN SAPP TRACT (THE NORTH 750.0 FEET OF THE EAST 174.94 FEET OF LOT 77, AND THE NORTH 750.00 FEET OF THE WEST 179.20 FEET OF LOT 78, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT No.1, ACCORDING TO THE SUBSTITUTE TRUSTEE'S DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 655723, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°50' W, ALONG THE WEST LINE OF THE CRIS AND JEAN SAPP TRACT, A DISTANCE OF 41.60 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THE STATE OF TEXAS TRACT (A 0.74 ACRE TRACT OUT OF LOTS 76, 77 AND 78, BLOCK 2, AND OUT OF LOT 77, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT No.1, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2253751, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°08'36" W, ALONG THE NORTH LINE OF THE STATE OF TEXAS TRACT, A DISTANCE OF 1,269.70 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF THE STATE OF TEXAS TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE SOUTH LINE OF THE STATE OF TEXAS TRACT AND THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 04°33'37", RADIUS = 7,925.00 FEET), A DISTANCE OF 630.77 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED CVG L.S. FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE SOUTH LINE OF THE STATE OF TEXAS TRACT AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 04°32'35", RADIUS = 8,075.00 FEET), A DISTANCE OF 640.26 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF THE CRIS AND JEAN SAPP TRACT FOR THE SOUTHEAST CORNER OF THE STATE OF TEXAS TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 08°50' W, ALONG THE WEST LINE OF THE CRIS AND JEAN SAPP TRACT, A DISTANCE OF 300.31 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 04°16'40", RADIUS = 8,075.00 FEET), A DISTANCE OF 602.90 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 04°41'01", RADIUS = 7,925.00 FEET), A DISTANCE OF 647.83 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°10' W, A DISTANCE OF 58.68 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF HUTTON SUBDIVISION No.7 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°50' W, A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 81°10' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS SET AT 299.00 FEET FOR THE EAST RIGHT OF WAY LINE OF LA HOMA ROAD (F.M. 2894), A TOTAL DISTANCE OF 340.00 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 79 AND WITHIN THE RIGHT OF WAY OF LA HOMA ROAD (F.M. 2894) FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°50' E, ALONG THE WEST LINE OF LOT 79, PARALLEL TO AND 1.00 FOOT WEST OF THE CENTERLINE OF LA HOMA ROAD (F.M. 2894), A DISTANCE OF 300.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF HUTTON SUBDIVISION No.7 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°10' E, ALONG THE SOUTH LINE OF HUTTON SUBDIVISION No.7, PASSING AT 1.00 FOOT THE CENTERLINE OF LA HOMA ROAD (F.M. 2894), PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 41.00 FEET FOR THE EAST RIGHT OF WAY LINE OF LA HOMA ROAD (F.M. 2894), A TOTAL DISTANCE OF 340.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF HUTTON SUBDIVISION No.7 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°50' E, ALONG THE EAST LINE OF HUTTON SUBDIVISION No.7, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 238.40 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 7 NORTH ROAD (F.M. 2221), PASSING AT 338.40 FEET THE CENTERLINE OF MILE 7 NORTH ROAD (F.M. 2221), A TOTAL DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.53 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HUTTON SUBDIVISION, RECORDED IN VOLUME 55, PAGES 4 AND 5, 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
7-1-09
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0015(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA HOMA CROSSING SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF THE CITY OF MISSION — DATE

ATTEST: CITY SECRETARY — DATE

THIS PLAT OF LA HOMA CROSSING SUBDIVISION PHASE I HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HERE BY APPROVED BY SUCH COMMISSION.

CHAIRMAN PLANNING COMMISSION — DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

I, MANUEL CANTU, JR. MEMBER, RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD., AS OWNER OF THE 12.53 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA HOMA CROSSING 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

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: March 21, 2012

RE: **Evergreen Valley Estates Phase 4 Subdivision – Pct. 4**
Preliminary Approval

Evergreen Valley Estates Phase 4 is twelve (12) lot subdivision located on the North West corner of Skinner Rd. and Mile 19 North 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 October 25, 2012. 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 on-site detention swales. The nearest drain ditch outfall is east adjacent to subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on November 14, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Mile 19 North Road and twenty (20) feet on Skinner 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 eight (8) inch waterline on Mile 19 North 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 March 15, 2012.

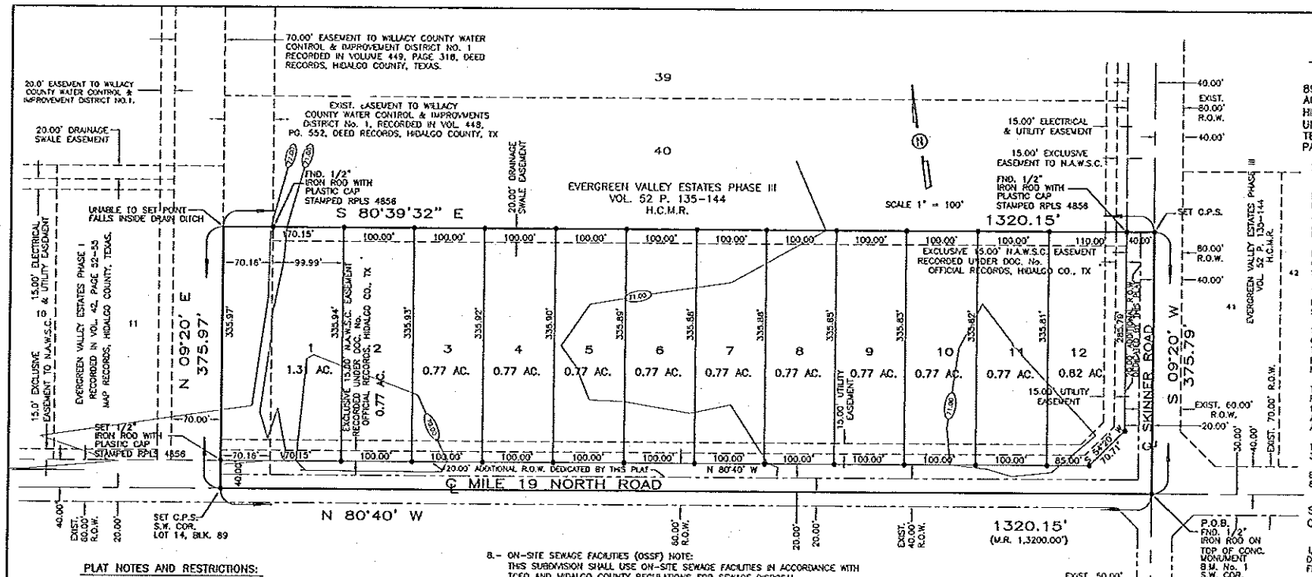
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 20, 2012** subject to staff comments, future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Evergreen Valley Estates Phase IV 2nd Review** **Page** Page 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-15-2012	JRT
9	2ND SHEET COMMENTS: As per county policy subdivision falls within the ¼ mile distance to a drain ditch. Please provide positive outfall to drain ditch and re submit revised drainage plans and drainage report.		

REGISTERED PROF
LAND SURVEYOR I



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD
COMMUNITY-PANEL NUMBER 480334 0325 D
MAP REVISED: JUNE 8, 2000 (LOMR DATE MAY 17, 2001)

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS: MINIMUM REQUIREMENTS–OWNER MAY DESIGNATE STRICTER REQUIREMENTS.

FRONT	50.00 FEET
REAR	20.00 FEET
SIDE	6.00 FEET
CORNER SIDE LOT	10.00 FEET
CORNER SIDE LOT WITH R.O.W. GREATER THAN 50.00'	15.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. 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.

5.– 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 FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.=59.91 FND. 1/2" IRON ROD AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 8 AND SOUTHEAST CORNER OF PROP. SUBD. NAVD 88 DATUM.

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 35,581.81 CUBIC –FEET (0.59 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. 2.

8.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL 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 EXCERPT 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.

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

10.– TILLMIN WELCH, PRESIDENT, THE OWNER & SUBDIVIDER OF EVERGREEN VALLEY ESTATES PHASE IV 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.

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 OPERATION 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 WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

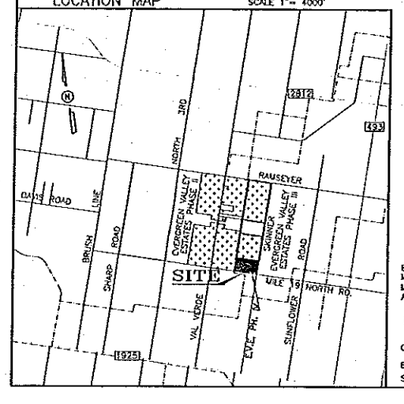
13.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEVENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.– 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.

15.– ALL LOTS IN EVERGREEN VALLEY ESTATES PHASE IV ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN EVERGREEN VALLEY ESTATES PHASE IV TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF EVERGREEN VALLEY ESTATES PHASE IV THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. 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 EVERGREEN VALLEY ESTATES PHASE IV 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 EVERGREEN VALLEY ESTATES PHASE IV, 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 EVERGREEN VALLEY ESTATES PHASE IV 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.

16.– 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 SCHOOLS, COMMERCIAL & 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.

LOCATION MAP SCALE 1"= 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
EVERGREEN VALLEY ESTATES PHASE IV, IS LOCATED IN EASTERN HIDALGO COUNTY ON THE NORTHWEST CORNER OF INTERSECTION OF MILE 19 NORTH ROAD AND SKINNER 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). EVERGREEN VALLEY ESTATES PHASE IV, LIES APPROXIMATELY 3.63 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY, IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	TILLMIN WELCH	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386-0726	(956)380-4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6460	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6460	(956)381-0527

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF EVERGREEN VALLEY ESTATES PHASE IV 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 EVERGREEN VALLEY ESTATES PHASE IV WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ ENVIRONMENTAL HEALTH DIVISION MANAGER — _____ DATE

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; N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, DELTA LAKE IRRIGATION DISTRICT CERTIFICATION; REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND EXPOSURE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

EVERGREEN VALLEY ESTATES PHASE IV

AN 11.392 ACRE TRACT OF LAND BEING THE SOUTH 11.392 ACRES OF LOT 14, BLOCK 89, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , 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.

METES AND BOUNDS

AN 11.392 ACRE TRACT OF LAND BEING THE SOUTH 11.392 ACRES OF LOT 14, BLOCK 89, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , 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 ½" IRON ROD ON TOP OF CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE CENTERLINES OF MILE 19 NORTH ROAD AND SKINNER ROAD FOR THE SOUTHEAST CORNER OF LOT 14 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40'W, ALONG THE SOUTH LINE OF LOT 14 AND THE CENTERLINE OF MILE 19 NORTH ROAD, A DISTANCE OF 1,320.15 FEET (MAP RECORD: 1,320.00 FEET) TO COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF LOT 14 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20'E, ALONG THE WEST LINE OF LOT 14, PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 19 NORTH ROAD, A TOTAL DISTANCE OF 375.97 FEET TO A POINT FOR THE SOUTHWEST CORNER OF EVERGREEN VALLEY ESTATES PHASE III (RECORDED IN VOLUME 52, PAGES 135–144, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°39'32" E, ALONG THE SOUTH LINE OF EVERGREEN VALLEY ESTATES PHASE III, PASSING A ½" IRON ROD FOUND AT 1,280.15 FEET FOR THE WEST RIGHT OF WAY LINE OF SKINNER ROAD, A TOTAL DISTANCE OF 1,320.15 FEET (MAP RECORD: 1,320.00 FEET) TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 14 AND IN THE CENTERLINE OF SKINNER ROAD FOR AN INTERIOR CORNER OF EVERGREEN VALLEY ESTATES PHASE III AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20'W, ALONG THE EAST LINE OF LOT 14 AND THE CENTERLINE OF SKINNER ROAD, A DISTANCE OF 375.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.392 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH EVERGREEN VALLEY ESTATES PHASE II, RECORDED IN VOLUME 47, PAGES 85–97, 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 — 11-14-12 DATE

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 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: _____

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 easement 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, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

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___.

_____
EVERGREEN VALLEY INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

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

I, TILLMIN WELCH–PRESIDENT OF EVERGREEN VALLEY, INC., AS OWNER OF THE 11.392 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EVERGREEN VALLEY ESTATES PHASE IV SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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

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

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

_____ DATE
EVERGREEN VALLEY INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared TILLMIN WELCH known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2012.

LILIA A. QUINTANILLA– NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the EVERGREEN VALLEY ESTATES PHASE IV, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ Hidalgo County Judge — _____ Date

ATTEST: _____ Hidalgo County Clerk — _____ Date

DRAINAGE STATEMENT

We, the undersigned owner(s) of land shown on this plat for the consideration of Delta Lake Irrigation District (Hidalgo and Hidalgo County) approving this plat, assume all responsibility for the drainage of the land covered hereby and we, our heirs and assigns, assume any cost in connection with any drainage needed now or at any time in the future.

_____
EVERGREEN VALLEY INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY OF WILLACY

This plat, EVERGREEN VALLEY ESTATES PH IV, has been submitted to and considered by the Delta Lake Irrigation District of Willacy and Hidalgo County, Texas and is hereby approved by such district. "All rights, rules and regulations of Delta Lake Irrigation District existing prior to the submission of this plat are not abridged by the subsequent approval of this plat by the said District, notwithstanding any provision or notation otherwise in this plat." (This requirement will be inapplicable if any rights, rules or regulations of the District are intended by the District to be abridged.) Delta Lake Irrigation District will not allow any structures 15' from the centerline of a pipeline or 25' from the inside toe of any main or lateral canal or drainage ditch, and that no fencing will be installed or remain on any Districts easements or right of way unless approved by the District management. All approved fencing will be required to have gates providing a minimum opening of 16 feet. Subject to notice that irrigation water is available only at existing irrigation outlets. Any modification, changes, or additional outlets must be approved by the district, and be at expense of the owner.

Any failure to record this plat in the office of the County Clerks Office of Willacy or Hidalgo County within one year after this date, shall cause this approval to become VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____, DAY OF _____, 20___.

APPROVED BY: _____
PRESIDENT: Dale Murden

ATTEST BY: _____
SECRETARY: Neal Galloway

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA P.E. No. 95[illegible] — 03-19-12 DATE

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

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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513

LAND SURVEYORS
PHONE 956-381-6460
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 2 SHEETS	FILENAME: I:\EVERGREEN\SUBDIVISIONS\HIDALGO CO\EVERGREEN VALLEY PHASE IV\PLAT				
	DATE PREPARED: OCT 17, 2011	PREPARED BY: M. GONZALEZ	CHECKED BY:	APPROVED BY:	
	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: March 21, 2012

RE: **Evergreen Valley Estates Phase 6 Subdivision – Pct. 4**
Preliminary Approval

Evergreen Valley Estates Phase 6 is sixteen (16) lot subdivision located on the North West corner of Val Verde Rd. and Mile 19 North 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 February 16, 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 detention will be achieved by on-site detention. The nearest drain ditch outfall is approximate 1/4 miles east of subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on November 14, 2011. Subject to the irrigation gate well along Mile 19 North Rd to be removed or relocated. The proposed subdivision plat will dedicate twenty (20) feet on Mile 19 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis 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 eight (8) inch waterline on Val Verde 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 March 15, 2012.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 20, 2012** subject to staff comments, future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Evergreen Valley Estates Phase VI 2nd Review** **Page** Page 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-15-2012	JRT
9	3RD SHEET COMMENTS: As per county policy subdivision falls within the ¼ mile distance to a drain ditch. Please provide positive outfall to drain ditch and re submit revised drainage plans and drainage report.		

SUBDIVISION PLAT OF:

EVERGREEN VALLEY ESTATES PHASE VI

A 38.50 ACRE TRACT OF LAND OUT ACRES OF LOT 16, BLOCK 90, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1703890, 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.

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

03-19-12
DATE

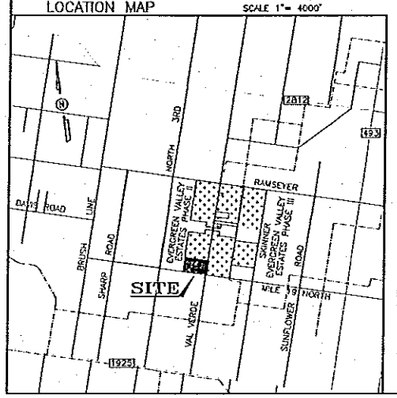
STATE OF TEXAS
COUNTY OF HIDALGO

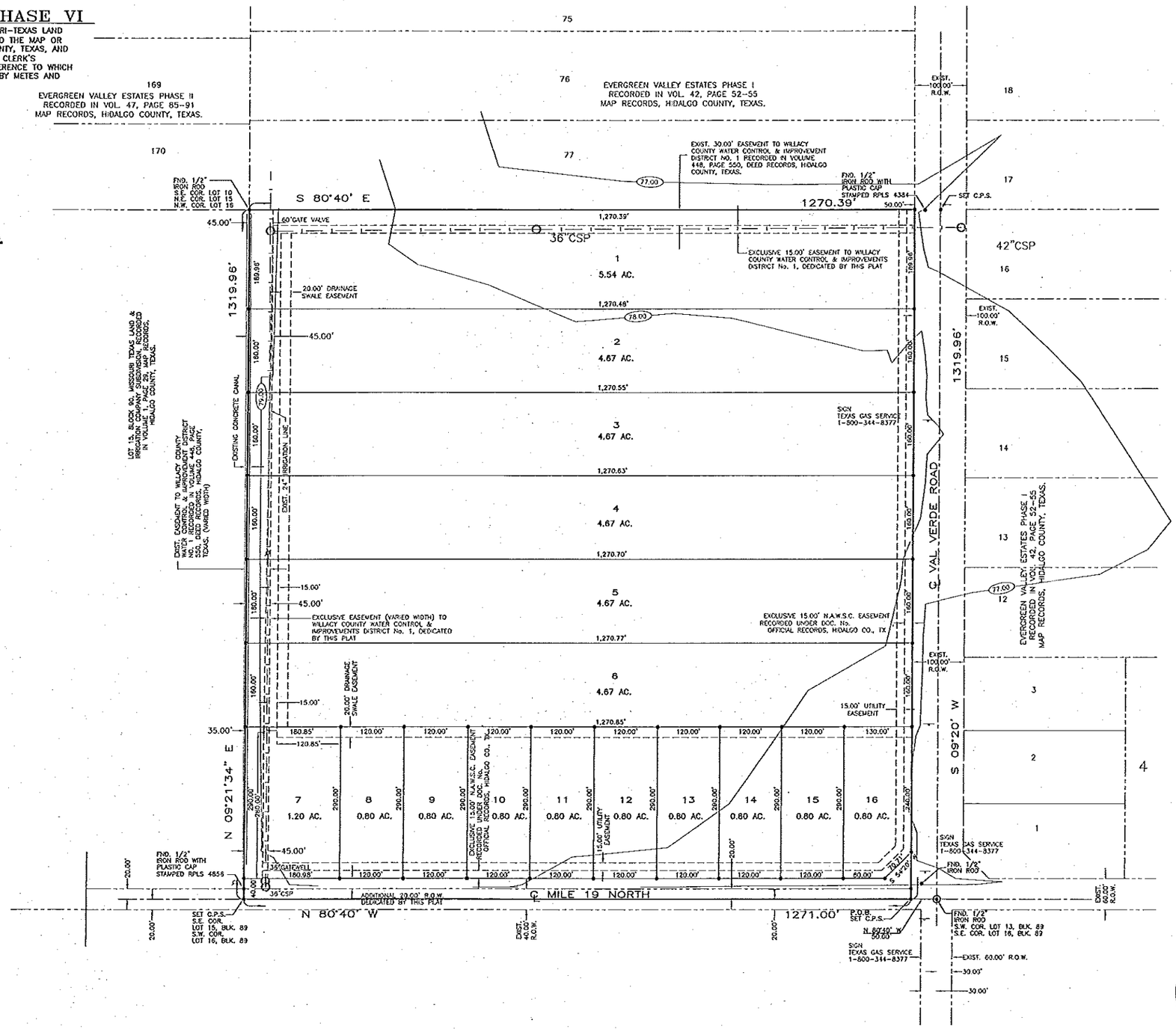
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 95539

03-14-12
DATE

LOCATION MAP SCALE 1"= 4000'





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

EVERGREEN VALLEY ESTATES PHASE VI, IS LOCATED IN EASTERN HIDALGO COUNTY ON THE NORTHWEST CORNER OF THE INTERSECTION OF MILE 19 NORTH AND VAL VERDE 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). EVERGREEN VALLEY ESTATES PHASE VI, LIES APPROXIMATELY 3.65 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY, IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	TILLMIN WELCH	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386-0728	(956)380-4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

THE COUNTY OF HIDALGO TEXAS

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

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

SHEET NO. 2 OF 3 SHEETS	FILEPATH: F:\DATA\SUBDIVS\HIDALGO CO.\EVERGREEN VALLEY PHASE VI\PLAT			
	DATE PREPARED: OCT 17, 2011	PREPARED BY: M. GONZALEZ	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

Parcel Area Table		
Parcel #	SQ. FT.	Area
48	6,300.00	0.145
49	7,349.78	0.169
50	9,724.70	0.223
51	9,023.59	0.207
52	9,054.33	0.208
53	35,019.25	0.804
54	22,457.67	0.676
55	6,832.20	0.157
56	6,832.20	0.157
57	6,832.20	0.157
58	6,832.20	0.157
59	6,832.20	0.157
60	8,000.00	0.138
61	8,000.00	0.138
62	8,000.00	0.138
63	8,000.00	0.138
64	8,000.00	0.138
65	8,000.00	0.138
66	8,000.00	0.138
67	8,000.00	0.138

Parcel Area Table		
Parcel #	SQ. FT.	Area
68	8,000.00	0.138
69	8,000.00	0.138
70	8,000.00	0.138
71	8,000.00	0.138
72	6,832.20	0.157
73	6,832.20	0.157
74	6,832.20	0.157
75	6,832.20	0.157
76	6,832.20	0.157
77	75,136.60	1.725
78	37,574.98	0.863
79	41,133.37	0.944
80	6,300.26	0.145
81	6,300.00	0.145
82	6,300.00	0.145
83	6,777.58	0.156

LEGEND
- ○ SET ½ REBAR W/PLASTIC CAP M&H
- ● FOUND ½ REBAR

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" UNSHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY AREA WITHIN THE 100-YEAR FLOOD PLAIN.
   COMMUNITY PANEL NO. 480334 0025 D EFFECTIVE DATE: JUNE 6, 2000, REVISED TO REFLECT LOMR MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIED NO OTHER AREA AS SHOWN ON THIS PLAT ARE 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: 25 FEET
   GARAGE FRONT: 18.00 FEET EXCEPT WHERE GREATER SET BACK REQUIRED
   REAR: 15 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER GARAGE SIDE: 18.00 FEET

3. 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 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 PIPE 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. 80.75 NAVD 88 DESCRIPTION: CONCRETE MONUMENT FOUND APPROXIMATELY 4300 FEET NORTH OF F.M. 2812 AND 30.00 FEET EAST OF BRUSHLINE ROAD.
   B.M. NO. 2 – ELEV. 85.97 DESCRIPTION: #4 REBAR FOUND ON THE SOUTHEAST CORNER OF LOT 15 OUT OF PUEBLO DE PALMAS PHASE 12.

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 32.830 CUBIC FEET (0.754 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: DETENTION WILL BE HELD WITHIN THE GREEN AREA, STREET AND DETENTION POND TO THE WEST OF LOT 1 AND DRAINAGE SWALES ON LOT 77. THE DETENTION AREAS ALSO SHALL MAINTAIN THE DETENTION POND ON OUT PARCEL "A" ON PUEBLO DE PALMAS PHASE 12 AND WILL NOT FILL IN OR ADD PERMANENT STRUCTURE THAT MAY INTERFERE WITH DRAINAGE FLOW.

7. DRAINAGE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY ROAD 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 EASEMENT.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES (EXCEPT PERIMETER FENCES RUNNING ALONG REAR OF PROPERTY LINES, 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.

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. 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.

11. 4' SIDEWALK ALONG INTERIOR STREETS TO BE CONSTRUCTED AT COUNTY BUILDING PERMIT STAGE BY LOT OWNER.

12. SET ½ INCH IRON RODS ON ALL LOT CORNERS.

13. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS

14. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING 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)

15. DRAINAGE SWALES
    LOT 77 OF PUEBLO DE PALMAS PHASE 14 HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN PUEBLO DE PALMAS PHASE 14 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. THE LOT OWNERS OF PUEBLO DE PALMAS PHASE 14 SUBDIVISION LOT 77 AND 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 PUEBLO DE PALMAS PHASE 14 SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN PUEBLO DE PALMAS PHASE 14 SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT IS HEREBY GRANTED THE RIGHT AND THE AUTHORITY (OF LOT 77 OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN PUEBLO DE PALMAS PHASE 14 SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SUBDIVISION PLAT OF PUEBLO DE PALMAS PHASE 14

BEING A RESUBDIVISION OF 11.155 ACRES
OUT OF TRACT 156
SAN SALVADOR DEL TULE GRANT
VOL. 10, PG. 58-60, H.C.M.R.
HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 14 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

DESCRIPTION OF
PUEBLO DE PALMAS PHASE 14
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 11.155 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF TRACT 156, SAND SALVADOR DEL TULE GRANT ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, HIDALGO COUNTY MAP RECORDS, SAID 11.155 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A No. 4 REBAR FOUND (NORTHING: 16655548.1150, EASTING: 1119340.8670), AT THE SOUTHEAST CORNER OF LOT 5, J.J. AVILA SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 47, PAGE 151, HIDALGO COUNTY MAP RECORDS.

THENCE, NORTH 09 DEGREES, 35 MINUTES, 50 SECONDS EAST, ALONG THE EAST BOUNDARY LINE OF SAID J.J. AVILA SUBDIVISION, A DISTANCE OF 308.84 FEET TO A No. 4 REBAR FOUND (NORTHING: 16656309.751, EASTING: 1119402.3950) FOR THE MOST-WESTERNMOST SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, NORTH 09 DEGREES, 35 MINUTES, 50 SECONDS EAST, A DISTANCE OF 256.13 FEET TO A No. 4 FOUND (NORTHING: 16656521.1790, EASTING: 1119444.8240) FOR THE NORTHWEST CORNER OF THIS TRACT;

2. THENCE, SOUTH 80 DEGREES, 24 MINUTES, 10 SECONDS EAST, A DISTANCE OF 1161.20 FEET TO A No. 4 FOUND (NORTHING: 16656368.7920, EASTING: 1120588.6870) FOR THE NORTHEAST CORNER OF THIS TRACT;

3. THENCE, SOUTH 09 DEGREES, 05 MINUTES, 45 SECONDS WEST, A DISTANCE OF 244.09 FEET TO A No. 4 FOUND FOR THE EASTERNMOST SOUTH-EAST CORNER OF THIS TRACT;

4. THENCE, NORTH 80 DEGREES, 54 MINUTES, 15 SECONDS WEST, AT A DISTANCE OF 105.00 FEET PASS A No. 4 REBAR FOUND, CONTINUING A TOTAL DISTANCE OF 155.00 FEET TO A No. 4 FOUND FOR AN INSIDE CORNER OF THIS TRACT;

5. THENCE, SOUTH 09 DEGREES, 05 MINUTES, 45 SECONDS WEST, A DISTANCE OF 10.69 FEET TO A No. 4 FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

6. THENCE, NORTH 80 DEGREES, 24 MINUTES, 10 SECONDS WEST, A DISTANCE OF 68.44 FEET TO A No. 4 FOUND FOR AN INSIDE CORNER OF THIS TRACT;

7. THENCE, SOUTH 09 DEGREES, 35 MINUTES, 50 SECONDS WEST, A DISTANCE OF 263.87 FEET TO A No. 4 FOUND FOR THE WESTERNMOST SOUTHEAST CORNER OF THIS TRACT;

8. THENCE, NORTH 80 DEGREES, 24 MINUTES, 10 SECONDS WEST, A DISTANCE OF 720.00 FEET TO A No. 4 FOUND FOR THE EASTERNMOST SOUTHWEST CORNER OF THIS TRACT;

9. THENCE, NORTH 09 DEGREES, 35 MINUTES, 50 SECONDS EAST, A DISTANCE OF 263.87 FEET TO A No. 4 FOUND FOR AN INSIDE CORNER OF THIS TRACT;

10. THENCE, NORTH 80 DEGREES, 24 MINUTES, 10 SECONDS WEST, AT A DISTANCE OF 65.00 FEET PASS A No. 4 REBAR FOUND, AT A DISTANCE OF 115.00 FEET PASS A No. 4 REBAR FOUND, CONTAINING A TOTAL DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 11.155 ACRES OF LAND, MORE OR LESS.

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 CEES/NATE 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 J. GARY FRISBY, PRESIDENT OF G&D FINANCE CO. INC. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

Curve Table						
Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	042°48'55"	37.36'	50.00'	S31°00'15"W	36.50'	19.60'
C2	065°45'54"	58.99'	50.00'	S55°02'43"W	53.92'	32.02'
C3	042°15'06"	36.87'	50.00'	N41°11'47"W	36.04'	19.32'
C4	063°29'40"	48.68'	50.00'	N5°47'36"E	45.01'	25.29'
C5	066°10'24"	57.75'	50.00'	N56°30'38"E	54.58'	32.58'

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

PUEBLO DE PALMAS PHASE 14 IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY, LOCATED 261.00 FEET WEST OF ALAMO ROAD AND APPROXIMATELY 2400 FEET NORTH OF F.M. 2812. 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), PUEBLO DE PALMAS PHASE 14 LIES APPROXIMATELY 3 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 3 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.
THIS SUBDIVISION FALL WITHIN PRECINCT 4.

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 14

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOTS, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ENGINEERING, SURVEYOR, ATTESTATION; CITY APPROVAL CERTIFICATE; HIDALGO COUNTY JUDGE, NORTH ALAMO WATER SUPPLY CORPORATION; HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR, COUNTY CLERK'S RECORDING CERTIFICATE.

SHEET 2: ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION).

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, AND ENGINEERING CERTIFICATION CONSTRUCTION DETAILS.

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: ATTN:	G&D FINANCIAL SERVICES L.P. J. GARY FRISBY-PRESIDENT G&D FINANCE CO., INC. ITS SOLE GENERAL PARTNER	P.O. BOX 1000	MISSION, TX, 78573	(956) 583-1114	(956) 583-8343
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 REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981 FAX: (956) 381-1839
227 E. FM. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-4256 FAX: (956) 488-8591
E-MAIL: mh@meldenhunt.com — ESTABLISHED 1947

DRAWN BY: CIRO	DATE:	
SURVEYED, CHECKED	DATE:	
FINAL CHECK	DATE:	

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

J. GARY FRISBY, PRESIDENT OF G&D FINANCE CO. INC., THE SOLE GENERAL PARTNER OF G&D FINANCIAL SERVICES, L.P. (DEVELOPER)AS OWNER OF THE 11.155 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS 14
THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARKS, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF 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 TO THE BEST OF MY KNOWLEDGE.

G&D FINANCIAL SERVICES, L.P.

_____
J. GARY FRISBY, PRESIDENT
G&D FINANCE CO., INC.
ITS SOLE GENERAL PARTNER
P.O. BOX 1000
MISSION, TEXAS 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY,
PROVED TO ME THROUGH HIS 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 HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____,20____.

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____
FRED L. KURTH, PE # 54151
DATE PREPARED: FEBRUARY 08, 2012
JOB No. (ENG.) 12021.00
BY: CIRO

TRPE F#1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 14 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION _____

_____
FRED L. KURTH, RPLS # 4750
DATE SURVEYED:
BOOK Nº ____ PGS ____
JOB No. (SUR.) 12021.00

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

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

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.011(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ _____
DATE CHAIRMAN PLANNING & ZONING COMMISSION

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 14 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER 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: _____

_____

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: March 21, 2012

RE: **Pueblo De Palmas Phase 14 Subdivision – Pct. 4**
Preliminary Approval

Pueblo de Palmas Phase 12 Subdivision is a thirty six (36) lot subdivision located approximate 300 feet east of Alamo Rd and Approximate ½ mile North of FM 2812.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 13, 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 provided by a Storm drainage pipe system discharging into a private onsite drainage detention pond. The nearest drain ditch outfall is located approximate 2 miles south of the proposed subdivision.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on February 17, 2012. No additional Road Right of Way will be dedicated by this plat. Alamo Road is in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by The City of Edinburg. There is an existing ten (10) inch sewer line on Alamo Road that will serve as the primary source of water for the proposed development.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing ten (10) inch waterline on Alamo Road that will serve as the primary source of water for the proposed development.

The 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 March 15, 2012.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 20, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Edinburg.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Pueblo de Palmas Phase 14 1st Review** **Page** Page 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-09-2012	JRT
4	1ST SHEET COMMENTS: Please provide owners name and property ID number for the north adjoining property.		
Item Log	2ND REVIEW COMMENTS	Date	Initials
		03-15-2012	JRT
15	1ST SHEET COMMENTS: PLAT NOTE: 3] Please delete wording within parenthesis. No use other than Residential will be allowed on this subdivision. NO COMMERCIAL USE WILL BE ALLOWED.		
16	2ND SHEET COMMENTS: Make sure water and sewer engineering report coincide with drawing and the entire infrastructure cost amount and 30 year letters.		
17	Please re submit the drainage design plan as per lot 77 detention area. As discussed in our meeting; please verify road side ditch natural ground elevation in compare with proposed drainage detention low area.		

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: March 21, 2012

RE: **Yamham Subdivision – Pct. 2**
Preliminary Approval with Variance Request

Yamham Subdivision is a one (1) lot subdivision located on the east side of Jackson Road approximate ½ mile south of Hall Acres Road.

The proposed Subdivision lies within the City of Pharr E.T.J. and was reviewed and approved administratively by said city.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 13, 2011. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by properly graded landscaped areas which will overflow west towards Jackson Road. An Engineer site plan will be required at development permit stage.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on March 13, 2012. The proposed subdivision plat will dedicate twenty (20) feet on Jackson 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 Pharr. There is an existing eight (8) inch sewer line on Fairmont Road that will serve as the primary source of sewer for the proposed development.

Water Services will be provided by The City of Pharr. There is an existing eight (8) inch waterline on Jackson Rd. that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, Administrative Assistant on March 12, 2012. Project will not need to meet any storm water requirements. Coverage under TPDES general permit for construction activities (TXR150000) is not required.

The Developer is requesting a variance from the requirement on Chapter 2 Section 2.8 (B) of the Hidalgo County Model Subdivision Rules.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 20, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Pharr.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Yamham 1st Review** **Page** Page 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-08-2012	JRT
8	1ST SHEET COMMENTS: Please label all streets name on location map.		
9	PLAT NOTES: 1] Please correct plat note and verify that statement coincide with commercial subdivision. 6] Detention calculation are incorrect they don't coincide with approved drainage report. 7 & 17] Please show drainage detention swale area on drawing.		
10	2ND SHEET COMMENTS: As per approved drainage report; please show TxDOT storm drainage system on drawing.		
11	As per Map of Topography and drainage layout please show; • Spot topography elevation • Contours at one foot and one hundred foot intervals • Natural water flow arrows • Spot topography elevation at 500 feet north of subdivision property • Tie down all existing structures from property line		
12	As per the Water and Sanitary Sewer layout please show; o Please show the existing main sewer line o Proposed site plan.		
Item Log	**2ND Review comments**	**Date**	**Initials**
		03-14-2012	JRT
13	2ND SHEET COMMENTS: As per "IV" irrigation valves; do they all connect by underground pipe to the stand pipe within the HCID#2 ROW? Please refer to redline markups.		
14	As per "S" septic tank location; Will all OSSF be abandoned in place? Please label.		
15	Move contours to *"Map of Topography and Drainage Layout"*.		
16	Please label square objects along the southeast corner of subdivision. If remain or remove.?		

R. E. Garcia
Associates

March 9, 2012

Mr. Raul Sesin, P.E., Planning Administrator
Hidalgo County Planning Department
1304 S. 25th Street
Edinburg, TX. 78539

RE: Yamham Subdivision
Variance Request

Dear Mr. Sesin:

On behalf of the owners of the above referenced subdivision, R. E. Garcia & Associates does hereby request a variance to the requirement of having a minimum of one hundred feet (100.00') of lot frontage on any lot fronting a roadway on a proposed one hundred foot Right-of-Way or greater. The subject property being subdivided into one commercial lot does not have one hundred feet of frontage on South Jackson Road. The proposed lot will have 89.49 feet of frontage on the new east Right-of-Way line of South Jackson Road and 106.73 feet of frontage on the new forty foot front building setback line. The owners of the subject property do not own any adjacent property in order to satisfy the one hundred foot frontage requirement.

Please let me know when this variance request will be heard. I hope this request meets with your approval. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Raul E. Garcia, P.E., R.P.L.S.
Proprietor

116 N. 12th Ave • Edinburg, Texas 78541 • Ph: (956) 381-1061 • Fax: (956) 381-1280

METES AND BOUNDS DESCRIPTION FOR A 1.57 ACRE TRACT

A 1.57 acre tract of land being a portion of Lot 7, Block 9, A. J. McColl Subdivision, as recorded in Volume 21, Page 598, Deed Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed with Vendor's Lien recorded in Document # 840465, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point within the Jackson Road (FM 2061) Right-of-Way being the southwest corner of said Lot 7, Block 9, for the southwest corner of herein described tract.

THENCE N 08° 51' 00" E 63.57 feet along the west line of Lot 7, Block 9, within said Jackson Road (FM 2061) Right-of-Way to a point being the southwest corner of that certain tract described in Warranty Deed recorded in Volume 2789, Page 312, Deed Records, Hidalgo County, Texas, for the northwest corner of herein described tract.

THENCE S 81° 03' 29" E along the south line of said tract described in Warranty Deed recorded in Volume 2789, Page 312, Deed Records, Hidalgo County, Texas, pass at 40.00 feet a set one-half inch iron rod being the east Right-of-Way line of said Jackson Road (FM 2061) and continuing for a total distance of 435.60 feet to a found three-quarter inch iron pipe on the west line of Jackson South Estates Subdivision as recorded in Volume 50, Page 12, Map Records, Hidalgo County, Texas, being the southeast corner of said tract described in Warranty Deed recorded in Volume 2789, Page 312, Deed Records, Hidalgo County, Texas, for the northeast corner of herein described tract.

THENCE S 08° 51' 00" W 250.71 feet along said west line of Jackson South Estates Subdivision to a found one-half inch iron rod on the south line of said Lot 7, Block 9, also being the north line of a Hidalgo County Irrigation District #2 Right-of-Way being the most southerly southwest corner of said Jackson South Estates Subdivision for the southeast corner of herein described tract.

THENCE N 57° 49' 37" W along said south line of said Lot 7, Block 9, also being north line of a Hidalgo County Irrigation District #2 Right-of-Way pass at 427.91 feet a set one-half inch iron rod being the east Right-of-Way line of said Jackson Road (FM 2061) and continuing for a total distance of 471.70 feet to the point of beginning and containing 1.57 acres of land, more or less.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

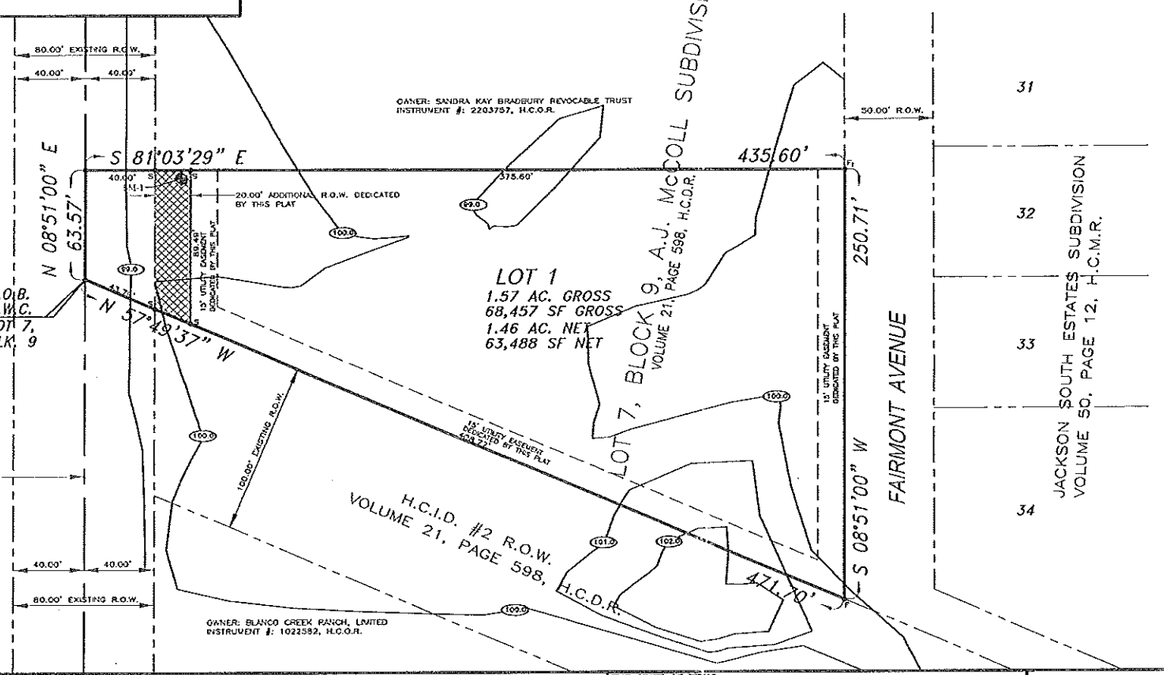
LEGEND :

F – FOUND 1/2"ø IRON ROD
F_1 – FOUND 3/4"ø IRON ROD
S – SET 1/2"ø IRON ROD

NORTH

SCALE: 1"=40'

BEARINGS BASED ON RECORD BEARINGS OF: JACKSON SOUTH ESTATES SUBDIVISION, AS RECORDED IN VOLUME 50, PAGE 12, H.C.M.R.



SUBDIVISION OF YAMHAM SUBDIVISION

A 1.57 acre tract of land being a portion of Lot 7, Block 9, A. J. McColl Subdivision, as recorded in Volume 21, Page 598, Deed Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed with Vendor's Lien recorded in Document # 840465, Official Records, Hidalgo County, Texas

DATE: FEBRUARY 8, 2012

SCALE IN FEET 0 40' 80' 120'

SCALE: 1"---- 40'

ENGINEER'S SEAL 5001 R.E. Garcia

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1260

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
ZONE "B" IS DEFINED AS AREAS BETWEEN THE LIMITS OF THE 100 YEAR FLOOD AND 500 YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100 YEAR FLOODING WITH AVERAGE DEPTHS OF LESS THAN ONE (1) FOOT OR WHERE CONTRIBUTING DRAINAGE IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY-PANEL NO. 480334 0410 C EFFECTIVE DATE: NOVEMBER 16, 1982, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET ON FM 2061, JACKSON ROAD
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 IS FOR NON-RESIDENTIAL USE, THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.-1 ELEV. 81.31 N.G.V.D. 83
A BRASS DISK SET IN A 4" X 4" CONCRETE BLOCK APPROXIMATELY 5 FEET SOUTH AND 53 FOOT EAST OF THE NORTH WEST CORNER OF LOT 8 OF THIS SUBDIVISION.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 2,884 CUBIC-FEET (0.068 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.) FOR STORM SEWER IMPROVEMENTS.)

7. 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.

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 HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

10. 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 CONCERNING AN EASEMENT.

11. THE OWNER SHALL CONSTRUCT A 5' SIDEWALK WITH ADA RAMPS ALONG S. JACKSON ROAD.

12. 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 & 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.

13. TXDOT DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 2061 (JACKSON RD). TXDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/OR BUILDING PERMIT.]

14. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS ESTABLISH BY PROJECT PLAT DURING AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.

15. CHLK WANTMER MORENO SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMODATE DRAINAGE RUNOFF AS CALCULATED BY PLAT ENGINEER PRIOR TO ISSUANCE OF ANY FINAL LIGHT OR WATER CLEARANCES. IN ADDITION, THE LOT OWNER SHALL PROVIDE A REVISED ENGINEERED DRAINAGE CALCULATION IF IT IS DETERMINED AT THE APPLICATION STAGE THAT THE IMPERVIOUS AREA FOR THE LOT IS GREATER THAN THE IMPERVIOUS AREA CONSIDERED BY THE PLAT ENGINEER WHEN CALCULATING THE RUNOFF FOR THE LOT.

16. ADDITIONAL FIRE PROTECTION WITH LOOPED WATERLINE MAY BE REQUIRED IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT FOR CONSTRUCTION BEYOND 300 FEET TAKES PLACE.

17. NO ACCESS FROM FAIRMONT AVENUE WILL BE ALLOWED ONTO THE LOT. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE AT DEVELOPMENT PERMIT STAGE.

CITY OF PHARR
CERTIFICATE OF APPROVAL

APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS THE _____ DAY OF _____, _____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS.

CHAIRPERSON, CITY OF PHARR _____ DATE

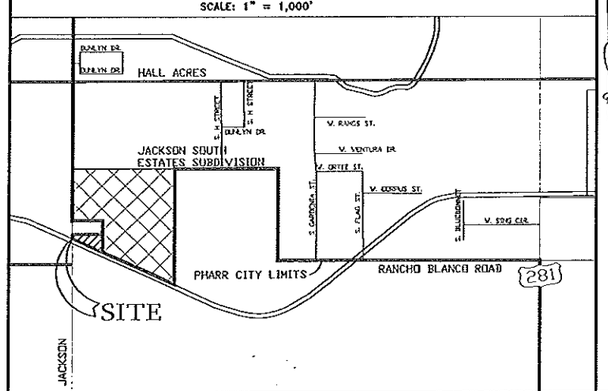
I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF PHARR _____ DATE

ATTEST: CITY CLERK

LOCATION MAP

SCALE: 1" = 1,000'



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

YAMHAM SUBDIVISION IS LOCATED IN SOUTHWESTERN HIDALGO COUNTY IN H.C.P. #2 ON THE EAST SIDE OF JACKSON ROAD, APPROXIMATELY 201 FEET SOUTH OF THE INTERSECTION OF JACKSON ROAD & HYATT AVENUE. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF PHARR (56,839), YAMHAM SUBDIVISION LIES ADJACENT TO THE CITY LIMITS AND IS INSIDE THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 42.021

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; 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, MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

PRINCIPAL CONTACTS:

NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER: OMAR MARTINEZ MORENO	218-A W. MILITARY HWY	PHARR, TEXAS 78577	283-8444 / 283-8555
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 2 SHEETS

OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, OMAR MARTINEZ MORENO, AS OWNER OF THE 1.57 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED YAMHAM 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.

OMAR MARTINEZ LORENO
218-A W. MILITARY HWY
PHARR, TEXAS 78577

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 OMAR MARTINEZ MORENO, 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 PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

My Commission Expires: _____ Notary Public in and for Hidalgo County, Texas

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M. ON _____, ____, AND WAS RECORDED IN INSTRUMENT #: _____ OF THE MAP RECORDS OF HIDALGO COUNTY.

_____
_____ HIDALGO COUNTY CLERK

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

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

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, ON THIS _____ DAY OF _____ A.D., 20__.

_____ _____
SECRETARY PRESIDENT

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

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 YAMHAM 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, RAUL 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 # 61780 DATE
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

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: March 21, 2011

RE: **Solis Acres Subdivision – Pct. 4**
Final Approval

Solis Acres Subdivision is a one (1) lot subdivision located on the East side of Sharp Road approximately 300 feet North of Curry Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 04, 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 will be provided by properly graded landscaped areas which will overflow west towards Sharp Road.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on August 11, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Sharp 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 have been installed and inspected by The Hidalgo County Environmental Health Department. An approved letter was submitted by Elizardo "Chardo" Ramos, Environmental Health Division Manager on March 16, 2012.

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

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, HCOEC Administrative Assistant on March 12, 2012. Final review was completed and met requirement of the Hidalgo County MS4 permit (TXR040408) Construction Site Monitoring Program.

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 **March 20, 2012.**

METES AND BOUNDS DESCRIPTION FOR A 0.61 ACRE TRACT

A 0.61 of an acre tract of land being a portion of Lot 5, R. B. Curry Survey Subdivision No. 3, as recorded in Volume 2, Page 23, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document # 323359, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a set cotton picker spindle on the centerline of Sharp Road also being the west line of said Lot 5 for the southwest corner of herein described tract Said point bears N 09° 15' 00" W 295.45 feet from a found one-half iron rod on the point of centerline intersection of Sharp Road and Curry Road being the southwest corner of said Lot 5.

THENCE N 09° 15' 00" E 119.40 feet along said centerline of Sharp Road also being the west line of said Lot 5 to a set cotton picker spindle being the southwest corner of that certain tract described in Warranty Deed of Gift recorded in Volume 3534, Page 202, Deed Records, Hidalgo County, Texas, for the northwest corner of herein described tract.

THENCE S 80° 51' 00" E along the south line of said tract described in Warranty Deed of Gift recorded in Volume 3534, Page 202, Deed Records, Hidalgo County, Texas, being parallel to the south line of said Lot 5, pass at 20.00 feet a set one-half inch iron rod being the east Right-of-Way line of said Sharp Road and continuing for a total distance of 222.42 to a set one-half inch iron rod on the west line of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document #1964602, Official Records, Hidalgo County, Texas, being the southeast corner of said tract described Warranty Deed of Gift recorded in Volume 3534, Page 202, Deed Records, Hidalgo County, Texas, for the northeast corner of herein described tract.

THENCE S 09° 15' 00" W 119.40 feet along said west line of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document #1964602, Official Records, Hidalgo County, Texas, being parallel to the west line of said Lot 5, to a set one-half inch iron rod for the southeast corner of herein described tract.

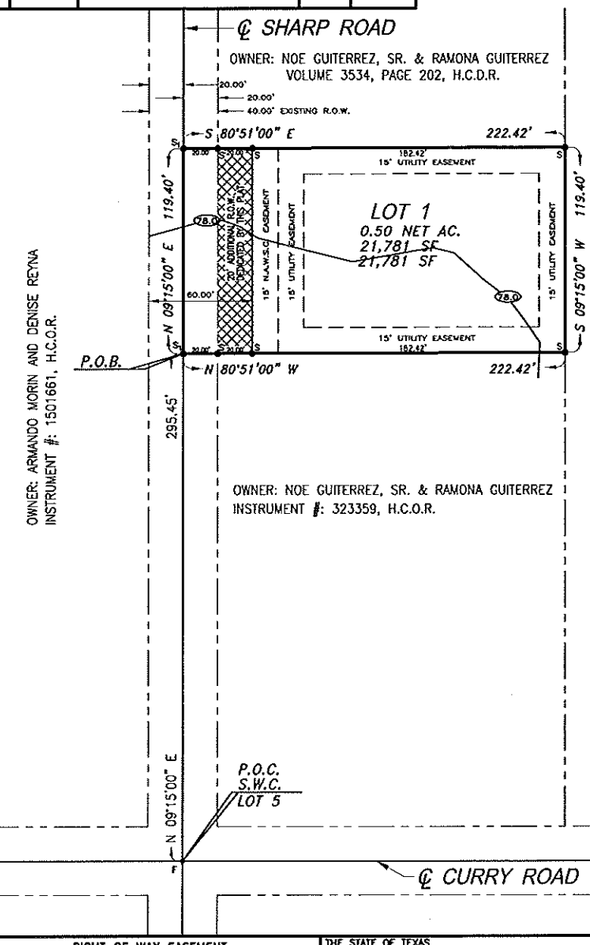
THENCE N 80° 51' 00" W parallel to the south line of said Lot 5, pass at 202.42 feet a set one-half inch iron rod being the east Right-of-Way line of said Sharp Road and continuing for a total distance of 222.42 to the point of beginning and containing 0.61 of an acre (26,557 square feet) of land, more or less.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LEGEND :

F – FOUND 1/2" IRON ROD
S – SET 1/2" IRON ROD
S_1 – SET COTTON PICKER SPINDLE





SCALE: 1"=40'

BEARINGS BASED ON RECORD BEARINGS OF: AVELAR ESTATES SUBDIVISION, AS RECORDED IN VOLUME 52, PAGE 47, H.C.M.R.

SUBDIVISION PLAT OF SOLIS ACRES SUBDIVISION

A 0.61 of an acre tract of land being a portion of Lot 5, R. B. Curry Survey Subdivision No. 3, as recorded in Volume 2, Page 23, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document # 323359, Official Records, Hidalgo County, Texas

DATE: MARCH 22, 2011

SCALE IN FEET 0 40' 80' 120'

SCALE: 1"----- 40'

ENGINEER R.E. Garcia Associates FIRM #: F-5001

PREPARED BY: R.E. GARCIA & ASSOCIATES

118 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1081 FAX: 381-1280

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A" SHADED
ZONE "A" SHADED IS DEFINED AS AREAS OF 500 YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD

COMMUNITY-PANEL NO. 480334 0335 D EFFECTIVE DATE: JUNE 6, 2000, LOMR: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
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: 40.00 FEET OR SHARP ROAD
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
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 RESTRICTION SHALL BE PLACED IN ALL DEEDS AND CONTRACTS FOR DEEDS FOR REAL ESTATE SOLD WITHIN THE SUBDIVISION. (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 (MFF) 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 (BM1): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BM-1 ELEV. 81.31 N.G.V.D. 29
A BRASS DISK SET IN A 3" X 3" CONCRETE BLOCK APPROXIMATELY 85.00 FEET SOUTH AND 40.00 FEET WEST OF THE NORTH EAST CORNER OF LOT 1 OF THIS SUBDIVISION.

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 754 CUBIC-FEET (0.0182 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY UTILIZING PROPERLY GRADED LANDSCAPED AREAS.

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/MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 31,780 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 EXCEPTED 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.

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

9. NOE GUITERREZ, SR. & RAMONA GUITERREZ, THE OWNERS & SUBDIVIDERS OF SOLIS ACRES 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.

10. 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.

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

12. 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.

13. ALL EASEMENTS ON THIS PLAT ARE DEDICATED BY THIS PLAT UNLESS NOTED OTHERWISE.

14. 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 & 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.

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

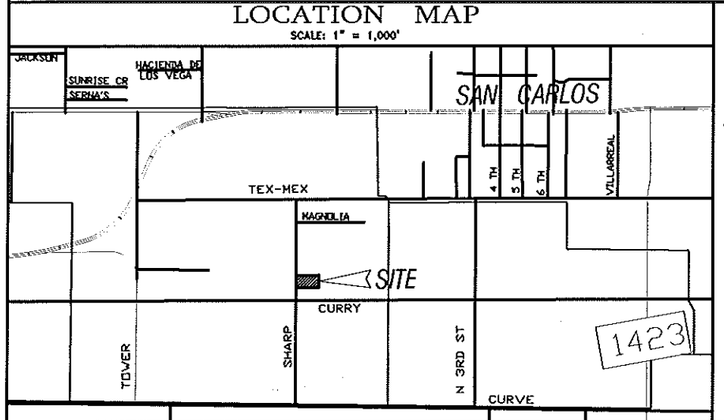
SOLIS ACRES SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY IN H.C.P. #4 ON THE EAST SIDE OF SHARP ROAD, APPROXIMATELY 295 FEET NORTH OF THE INTERSECTION OF SHARP ROAD & CURRY ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (75,544), SOLIS SUBDIVISION LIES APPROXIMATELY 2 1/2 MILE FROM THE CITY LIMITS AND IS OUTSIDE THE CITY'S ETJ.

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; 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, MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

LOCATION MAP

SCALE: 1" = 1,000'



PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER:	NOE & ROMONA GUTIERREZ	110 SANDRA STREET	SAN JUAN, 78589	793-2674 / -
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 2 SHEETS

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 realigns 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 assessment 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 .

NOE GUTIERREZ, Sr.
110 SANDRA STREET
SAN JUAN, TEXAS 78589

RAMONA GUTIERREZ
110 SANDRA STREET
SAN JUAN, TEXAS 78589

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

I, NOE GUTIERREZ, SR. & RAMONA GUTIERREZ, AS OWNER OF THE 0.61 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SOLIS ACRES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS 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 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.

NOE GUTIERREZ, Sr.
110 SANDRA STREET
SAN JUAN, TEXAS 78589

RAMONA GUTIERREZ
110 SANDRA STREET
SAN JUAN, TEXAS 78589

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 NOE GUTIERREZ, SR. & RAMONA GUTIERREZ, 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 PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____20__.

My Commission Expires: _____ Notary Public in and for Hidalgo County, Texas

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____O'CLOCK__M. ON_____ AND WAS RECORDED IN INSTRUMENT #:_____ OF THE MAP RECORDS OF HIDALGO COUNTY.

_____ HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOLIS ACRES 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 SOLIS ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

APPROVAL BY IRRIGATION DISTRICT #1:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, ON THIS___DAY OF _____A.D. 200__.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID #1.

PRESIDENT — SECRETARY

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 SOLIS ACRES 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, RAUL 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 # 84780 — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

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: March 21, 2011

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

MJAY Subdivision is a one (1) lot subdivision located on the East side of Terry Road approximate ¼ mile South of Mile 17 North Road

The proposed Subdivision lies within 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 June 09, 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 will be provided by properly graded landscaped areas which will overflow west towards Terry Road.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on June 20, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Terry Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch sewer line on Terry Road that will serve as the primary source of sewer for the proposed development.

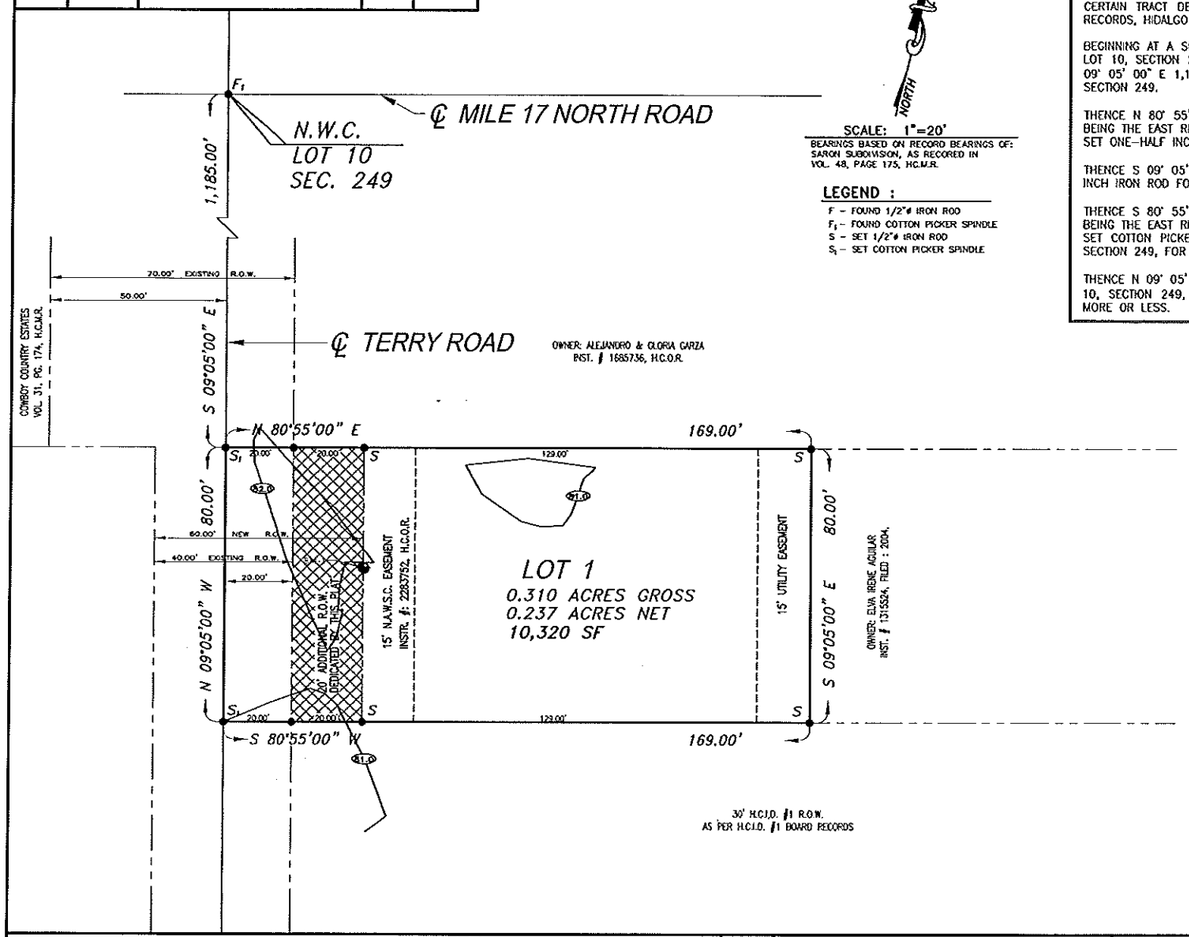
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on Terry Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, on March 12, 2012. Final review was completed and met requirement of the Hidalgo County MS4 permit (TXR040408) Construction Site Monitoring Program.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on December 20, 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 **March 20, 2012.**

REVISION NOTES				
No.	Sheet	REVISION	Date	Approved



METES AND BOUNDS DESCRIPTION FOR A 0.31 ACRE TRACT

A 0.31 OF AN ACRE TRACT OF LAND BEING A PORTION OF LOT 10, SECTION 249, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED AS PARCEL 4 IN DEED WITHOUT WARRANTY RECORDED IN DOCUMENT # 1315524, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET COTTON PICKER SPINDLE ON THE CENTERLINE OF TERRY ROAD ALSO BEING THE WEST LINE OF SAID LOT 10, SECTION 249, FOR THE NORTH-WEST CORNER OF HEREIN DESCRIBED TRACT. SAID POINT BEARS S 09° 05' 00" E 1,185.00 FEET FROM A FOUND COTTON PICKER SPINDLE BEING THE NORTHWEST CORNER OF SAID LOT 10, SECTION 249.

THENCE N 80° 55' 00" E PARALLEL TO THE NORTH LINE OF SAID LOT 10, SECTION 249, PASS AT 20.00 FEET A POINT BEING THE EAST RIGHT-OF-WAY LINE OF SAID TERRY ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 169.00 FEET TO A SET ONE-HALF INCH IRON ROD FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE S 09° 05' 00" E 80.00 FEET PARALLEL TO THE WEST LINE OF SAID LOT 10, SECTION 249, TO A SET ONE-HALF INCH IRON ROD FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE S 80° 55' 00" W PARALLEL TO THE NORTH LINE OF SAID LOT 10, SECTION 249, PASS AT 149.00 FEET A POINT BEING THE EAST RIGHT-OF-WAY LINE OF SAID TERRY ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 169.00 FEET TO A SET COTTON PICKER SPINDLE ON THE CENTERLINE OF SAID TERRY ROAD ALSO BEING THE WEST LINE OF SAID LOT 10, SECTION 249, FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE N 09° 05' 00" W 80.00 FEET ALONG SAID CENTERLINE OF TERRY ROAD ALSO BEING THE WEST LINE OF SAID LOT 10, SECTION 249, TO THE POINT OF BEGINNING AND CONTAINING 0.31 OF AN ACRE (13,520 SQUARE FEET) OF LAND, MORE OR LESS.

SUBDIVISION PLAT OF MJAY SUBDIVISION

A 0.31 OF AN ACRE TRACT OF LAND BEING A PORTION OF LOT 10, SECTION 249, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED AS PARCEL 4 IN DEED WITHOUT WARRANTY RECORDED IN DOCUMENT # 1315524, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DATE: JUNE 7, 2011

SCALE IN FEET 0 40' 80'

SCALE: 1"---- 20'

ENGINEER OF-5001D
R.E. Garcia
Associates
F1826 F-5001

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 "X" SHADED
ZONE "X" SHADED IS DEFINED AS AREAS OF 500 YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE;AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD
COMMUNITY-PANEL NO. 480334 0335 D EFFECTIVE DATE: JUNE 6, 2000; LOMR: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE VERIFY IN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSES SHOWN 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: 40.00 FEET OR TERRY ROAD
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 5.00 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 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.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISHED 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 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.
B.M.-1 ELEV. 95.99 M.S.L.D. '91
A BRASS DISK SET IN A 1' X 1' CONCRETE BLOCK APPROXIMATELY 35.00 FEET SOUTH AND 60.00 FEET EAST OF THE NORTH WEST CORNER OF LOT 1 OF SAID SUBDIVISION.

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 415 CUBIC-FEET (0.0097 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.)

7. MJAY SUBDIVISION IS BEING DESIGN FOR DISPOSAL OF INSTITUTIONAL SEWAGE IN ACCORDANCE WITH TCEQ GUIDELINES. ENGINEER CERTIFIES BY SIGNING THIS PLAT THAT THE DESIGN OF SAID SYSTEM MEETS ALL TCEQ REGULATIONS GOVERNING THIS TYPE OF WORK.

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

9. 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).

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

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

12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER 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.

13. ALL EASEMENTS OR ROWS PLAT ARE DEDICATED BY THIS PLAT UNLESS NOTED OTHERWISE.

14. 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 SCHOOLS, COMMERCIAL, INDUSTRIAL, & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO BUILDING OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND GRAP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

15. LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMMODATE DRAINAGE RUNOFF AS CALCULATED BY PLAT ENGINEER PRIOR TO ISSUANCE OF ANY FINAL LIGHT OR WATER CLEARANCES. IN ADDITION, THE LOT OWNER SHALL PROVIDE A REVISED ENGINEERED DRAINAGE CALCULATION IF IT IS DETERMINED AT THE APPLICATION STAGE THAT THE IMPERVIOUS AREA FOR THE LOT IS GREATER THAN THE IMPERVIOUS AREA CONSIDERED BY THE PLAT ENGINEER WHEN CALCULATING THE RUNOFF FOR THE LOT.

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
ADMINISTRATOR/DIRECTOR PLANNING AND ZONNING DEPARTMENT — DATE

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

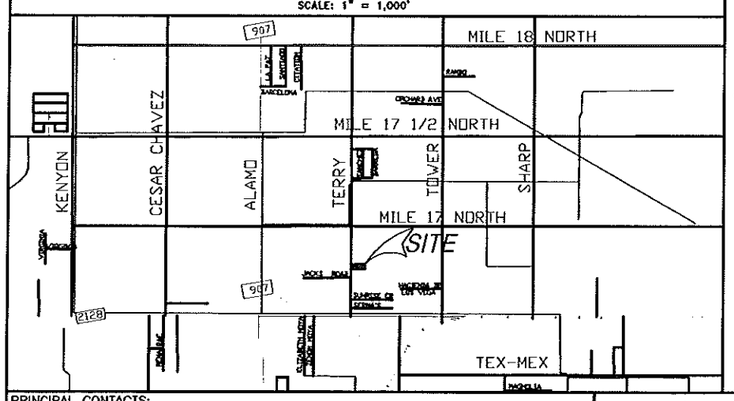
MJAY SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY IN H.C.P. #4 ON THE EAST SIDE OF TERRY ROAD, APPROXIMATELY 1,185 FEET SOUTH OF THE INTERSECTION OF TERRY ROAD & MILE 17 NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (75,544), MJAY SUBDIVISION LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IS INSIDE THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 42.021

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; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; R.C.D.D. APPROVAL; H.C.E.W. APPROVAL; H.C.I.D. APPROVAL;IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); TYPICAL WATER SERVICE CONNECTION; SUBDIVISION CERTIFICATE AND STATEMENT, MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

LOCATION MAP

SCALE: 1" = 1,000'



PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER:	GLORIA GARZA	1142 N. TERRY RD.	EDINBURG, 78542	383-0964 / -
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 2 SHEETS

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 .

_____
GLORIA GARZA
1142 N. TERRY RD.
EDINBURG, TEXAS 78542

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

I, GLORIA GARZA, AS OWNER OF THE 0.31 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MJAY SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET 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 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.

_____
GLORIA GARZA
1142 N. TERRY RD.
EDINBURG, TEXAS 78542

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 GLORIA GARZA, 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 PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_.

_____ _____
My Commission Expires: — Notary Public in and for Hidalgo County, Texas

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M. ON _____, AND WAS RECORDED IN INSTRUMENT #: _____ OF THE MAP RECORDS OF HIDALGO COUNTY.

_____
_____ HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

APPROVAL BY IRRIGATION DISTRICT #1:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, ON THIS ___DAY OF _____, A.D. 200_.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID #1.

_____ _____
PRESIDENT — SECRETARY

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 §16.211(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 MJAY 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, RAUL 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 # 64780
REGISTERED PROFESSIONAL LAND SURVEYOR #4204 — DATE

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: March 21, 2011

RE: **Julia Moreno Acres Subdivision – Pct. 3**
Final Approval

Julia Moreno Acres Subdivision is a nine (9) lot subdivision located on the West side of El Pinto Road approximate 3 miles North of Expressway 83.

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 July 28, 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 on-site drainage detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on August 05, 2011. The proposed subdivision plat will dedicate ten (10) feet on El Pinto Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

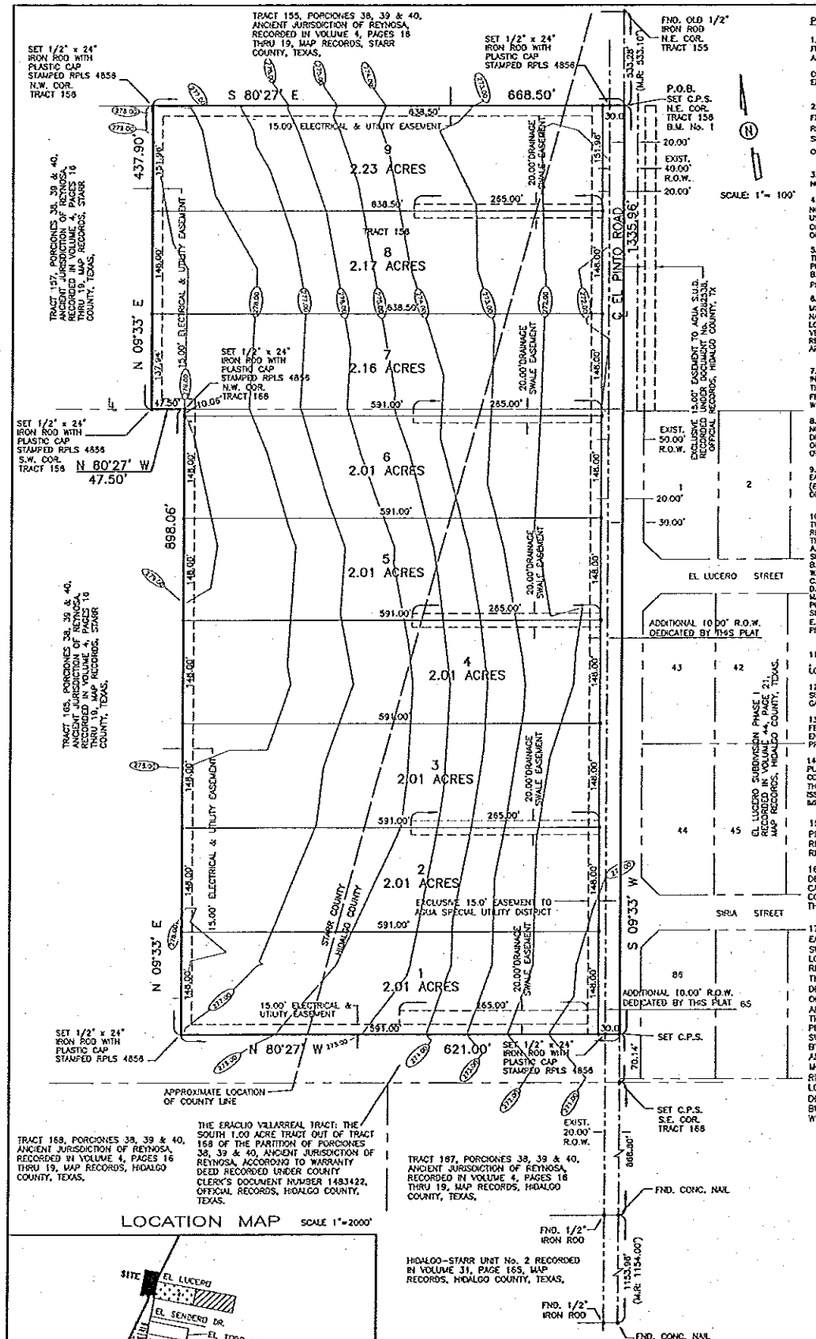
Sanitary Sewer Services will be provided by OSSF. All septic tanks have been installed and inspected by The Hidalgo County Environmental Health Department and Starr County Health Department. An approved letter was submitted by Elizardo "Chardo" Ramos, Environmental Health Division Manager and Tony Garza, Designated Representative from Starr County on February 24, 2012.

Water Services will be provided by AGUA S.U.D. There is an existing eight (8) inch waterline on EL Pinto Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Oscar Salinas, HCOEC Inspector on March 15, 2012. Final review was completed and met requirement of the Hidalgo County MS4 permit (TXR040408) Construction Site Monitoring Program.

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** on **March 20, 2012.**

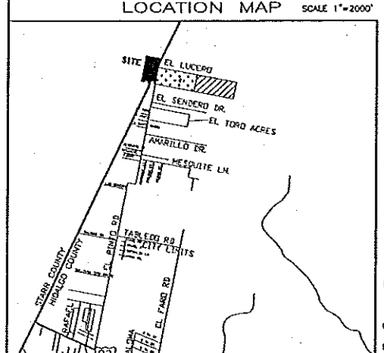


THE ERACLIO VILLARREAL TRACT: THE SOUTH 1.00 ACRE TRACT OUT OF TRACT 168 OF THE PARTITION OF PORCIONES 38, 39 & 40, ANCIENT JURISDICTION OF REYNOSA, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1483422, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

TRACT 168, PORCIONES 38, 39 & 40, ANCIENT JURISDICTION OF REYNOSA, RECORDED IN VOLUME 4, PAGES 16 THRU 19, MAP RECORDS, HIDALGO COUNTY, TEXAS,

TRACT 167, PORCIONES 38, 39 & 40, ANCIENT JURISDICTION OF REYNOSA, RECORDED IN VOLUME 4, PAGES 16 THRU 19, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOCATION MAP SCALE 1"=2000'



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)

COMMUNITY-PANEL No. 480336 0275 B
EFFECTIVE DATE: JANUARY 2, 1981

2.- SETBACKS:
FRONT. . . . . 30.00 FEET
REAR. . . . . 15.00 FEET
SIDE. . . . . 8.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

3.- LEGEND ● -DENOTES 1/2" IRON ROD WITH CAP STAMPED R.P.L.S. 4856 SET, UNLESS OTHERWISE NOTED.

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

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=27.88 ON COTTON PICKER SPINDLE SET ON THE NORTH EAST CORNER OF THE PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM

6.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISHED 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 OF APPLICATION FOR CONSTRUCTION TO VERIFY FIRE 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.

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 34,824.55 CUBIC-FEET (0.80 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.2.

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.- 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 ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON SITE. 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.- JULIA MORENO _____ THE OWNER & SUBDIVIDER OF JULIA MORENO ACRES SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.

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.- 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 & DRAINAGE PLAN APPROVAL 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.

15.- 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.

16. - IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN LINE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S) THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

17.- ALL LOTS IN JULIA MORENO ACRES SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN JULIA MORENO ACRES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF JULIA MORENO ACRES 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 JULIA MORENO ACRES SUBDIVISION BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN JULIA MORENO ACRES SUBDIVISION, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN JULIA MORENO ACRES 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 AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOT #	LAND WITHIN HIDALGO COUNTY	LAND WITHIN STARR COUNTY
1	1.33 ACRE	0.68 ACRE
2	1.19 ACRE	0.81 ACRE
3	1.06 ACRE	0.95 ACRE
4	0.92 ACRE	1.08 ACRE
5	0.79 ACRE	1.22 ACRE
6	0.65 ACRE	1.35 ACRE
7	0.52 ACRE	1.64 ACRE
8	0.38 ACRE	1.79 ACRE
9	0.25 ACRE	1.98 ACRE

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

JULIA MORENO ACRES SUBDIVISION IS LOCATED IN WEST HIDALGO COUNTY ON THE NORTH SIDE OF US BUS. 83 AND WEST SIDE OF EL PINTO ROAD. APPROXIMATELY 2.86 MILES NORTH OF ITS INTERSECTION WITH (BUS. 83) THE ONLY NEARBY MUNICIPALITY IS THE CITY OF SULLIVAN. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF SULLIVAN (POPULATION 4,002), JULIA MORENO ACRES SUBDIVISION LIES APPROXIMATELY 1 1/4 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021. LIES IN PCT. No 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JULIA MORENO	222 PECAN ST.	RIO GRANDE, TX. 78582	(956) 487-8157	
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

JULIA MORENO ACRES SUBDIVISION

A 19.52 ACRE TRACT OF LAND BEING ALL OF TRACT 156 AND THE NORTH 12.80 ACRES OF TRACT 166, OF THE PARTITION OF PORCIONES 38, 39 AND 40, ANCIENT JURISDICTION OF REYNOSA, HIDALGO AND STARR COUNTIES, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 16–19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1872, PAGE 455, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 19.52 ACRE TRACT OF LAND BEING ALL OF TRACT 156 AND THE NORTH 12.80 ACRES OF TRACT 166, OF THE PARTITION OF PORCIONES 38, 39 AND 40, ANCIENT JURISDICTION OF REYNOSA, HIDALGO AND STARR COUNTIES, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 16–19, MAP RECORDS, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1872, PAGE 455, 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 EL PINTO ROAD FOR THE NORTHEAST CORNER OF TRACT 156 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°33'W, ALONG THE EAST LINE OF TRACTS 156 AND 166, AND THE CENTERLINE OF EL PINTO ROAD, A DISTANCE OF 1,335.95 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF THE ERACLIO VILLARREAL TRACT (THE SOUTH 1.0 ACRE OF TRACT 168 OF THE PARTITION OF PORCIONES 38, 39 AND 40, ANCIENT JURISDICTION OF REYNOSA, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1483422, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°27'W, ALONG THE NORTH LINE OF THE ERACLIO VILLARREAL TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF EL PINTO ROAD, A TOTAL DISTANCE OF 621.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF TRACT 166 FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°33'E, ALONG THE WEST LINE OF TRACT 166, A DISTANCE OF 898.06 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF TRACT 156 FOR THE NORTHWEST CORNER OF TRACT 166 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 80°27'W, ALONG THE SOUTH LINE OF TRACT 156, A DISTANCE OF 47.50 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF TRACT 156 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°33'E, ALONG THE WEST LINE OF TRACT 156, A DISTANCE OF 437.90 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF TRACT 159 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°27'E, ALONG THE NORTH LINE OF TRACT 156, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 648.50 FEET FOR THE WEST RIGHT OF WAY LINE OF EL PINTO ROAD, A TOTAL DISTANCE OF 668.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.52 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH EL LUCERO SUBDIVISION PHASE I, RECORDED IN VOLUME 44, PAGE 21, 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
REG. NO. 95534
PROFESSIONAL ENGINEER
STATE OF TEXAS

ALFONSO QUINTANILLA
RPLS NO. 4856

10-29-09
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JULIA MORENO ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JULIA MORENO ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

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

Francisco Flores 3/9/2012
MR. FRANCISCO FLORES
GENERAL MANAGER
AQUA SPECIAL UTILITY DISTRICT

INDEX OF SHEETS

SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; AQUA S.U.D. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

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

I, JULIA E. MORENO _____ AS OWNER OF THE 19.52 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED JULIA MORENO ACRES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

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

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

2-22-12
DATE

EU LUCERO INVESTMENTS, LLC.
DOING BUSINESS AS: JULIA MORENO ACRES
BY: JULIA E. MORENO
222 PECAN ST.
RIO GRANDE, TEXAS 78582
TELEPHONE: (956) 487- 8157

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JULIA E. MORENO 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 PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22nd DAY OF February, 2012

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2013

Neyda Ramirez
NEYDA S. RAMIREZ – NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the JULIA MORENO ACRES SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ _____
Hidalgo County Judge date

ATTEST:
_____ _____
Hidalgo County Clerk date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS 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: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
REG. NO. 95534
PROFESSIONAL ENGINEER
STATE OF TEXAS

ALFONSO QUINTANILLA
P.E. No. 95534

2-22-12
DATE

THE COUNTY OF HIDALGO
STATE OF TEXAS

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

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

BY: _____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 2 SHEETS

PLANNED BY:	ENGINEERING REPORT FOR JULIA MORENO ACRES SUBDIVISION		
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JULY 13, 2011	E.G.		
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: March 21, 2011

RE: **Villarreal Rodriguez Subdivision – Pct. 4**
Final Approval

Villarreal Rodriguez Subdivision is a one (1) commercial lot subdivision located on the Southeast corner of Curry Road and North 3rd Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 25, 2012. 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 a 20 foot detention swale.

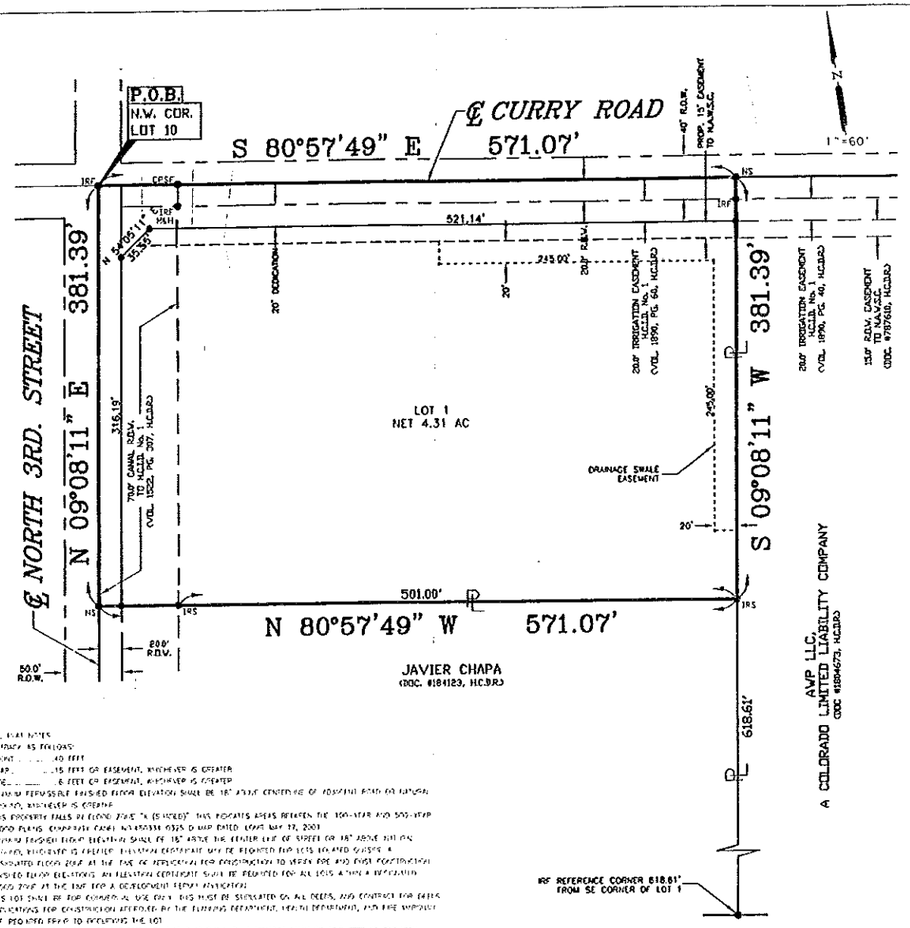
The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on March 14, 2012. The proposed subdivision plat will dedicate twenty (20) feet on Curry Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Septic Tanks will be installed by lot owner at development permit stage.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (3) inch waterline on Curry Road 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 March 15, 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 **Final Approval** on **March 20, 2012.**



GENERAL PLAT NOTES:

1. SETBACK AS FOLLOWS:
   FRONT ..... 40 FEET
   REAR ..... 15 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE ..... 6 FEET OR EASEMENT, WHICHEVER IS GREATER
2. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF ADJACENT ROAD OR NATURAL GROUND, WHICHEVER IS GREATER
3. THIS PROPERTY FALLS IN ZONE "A (5 MILES)" THIS INDICATES AREAS BETWEEN THE 100-YEAR AND 500-YEAR FLOOD PLAINS (COMMUNITY PANEL NO. 480334 0525 D MAP DATED JUNE 16, 2001
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE GREATER OF 100 YEAR OR 18" ABOVE TOP OF CURB, WHICHEVER IS GREATER. ELEVATION CERTIFICATE WITH BE REQUIRED FOR LOTS IN AREA SHOWN A DESIGNATED FLOOD ZONE AT THE TIME OF RESIDENTIAL OR CONSTRUCTION TO VERIFY BASE AND FINISH 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. THIS LOT SHALL BE FOR COMMERCIAL USE ONLY. THIS MUST BE STIPULATED ON ALL DEEDS, AND CONTRACT FOR DEEDS APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL FOR PRIOR TO OCCUPANCY OF THE LOT.
6. ALL PUBLIC UTILITY EASEMENTS REFERENCED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS REQUIRED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3, UNLESS OTHERWISE NOTED.
7. ALL OTHER EASEMENTS SHOWN WITH THE SUBDIVISION PLAT ARE PROVIDED BY THE DEVELOPER.
8. THIS SUBDIVISION HAS EXISTING WATER AND ELECTRICAL SERVICE. THIS SUBDIVISION HAS AN EXISTING SEPTIC SYSTEM. THE OPERATION OF THE SEPTIC SYSTEM HAS BEEN REVIEWED FOR THE ABOVE USE.
9. NO STRUCTURE, TREES OR OTHER OBSTRUCTIONS SHALL BE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, PARTS OF BUILDINGS, EAVES, STEPS, TREES, AND OTHER OBSTRUCTIONS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, CROPS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF THE EASEMENT.
10. ACCESS TO THIS SUBDIVISION SHALL BE VIA THE EXISTING DRIVEWAY SHOWN ON THE ABOVE MAP.
11. THE FOLLOWING DRIVEWAYS ARE PERMITTED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, BUT NO 3 EACH 24FOOT WIDE OR LESS WITH A CENTERLINE LOCATED 220.0 FEET NORTH OF THE SOUTHEAST CORNER OF DIFFERENT OWNERS SUBDIVISION.
12. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 8.818 CUBIC-FEET 0.20 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE PERMISSION IN ACCORDANCE WITH THE HCID#1 REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE SHEET NO. 2 FOR DRAINAGE REPORT)
13. 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. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
14. NO STRUCTURE SHALL BE ERECTED WITHIN ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF PLANTINGS, FENCES, SHEDS, TREES, AND OTHER OBSTRUCTIONS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, CROPS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
15. THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AN OSSF ON ALL LOTS.
16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
17. DRAINAGE DEPENDENCY FLOWS SHALL TO BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT ENGINEER AT DEVELOPMENT. NO OBSTRUCTIONS IN FLAT STATE, PRIOR TO THE DRAINAGE BEING A FINAL LIGHT POLE WATER LATERALS, NO TREES EVEN FOR WATER CLEARANCE SHALL BE ALLOWED WITH THE DRAINAGE EASEMENT AREAS AS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.
18. ALL LOTS IN VILLARREAL RODRIGUEZ SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN OFF FROM ALL LOTS IN VILLARREAL RODRIGUEZ SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. FOR PURPOSES OF VILLARREAL RODRIGUEZ SUBDIVISION THE 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, AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 FOR PURPOSE THIS PLAT NOTE BY REFERENCE OR ANY OTHER PERSONS PROVIDED BY LAW, ALSO 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 RECOGNIZED FOR DRAINAGE OF THE LOTS COMPRISING VILLARREAL RODRIGUEZ 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 ACCEPTED BY THE LOTS IN VILLARREAL RODRIGUEZ SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (FROM EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN VILLARREAL RODRIGUEZ SUBDIVISION, ESTABLISHED) AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY TO RELEASE THE DRAINAGE EASEMENT DEPICTING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING EXECUTED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PLAT OF
VILLARREAL RODRIGUEZ SUBDIVISION
HIDALGO COUNTY, TEXAS

A 5.00 ACRE SUBDIVISION OUT OF LOT 10, R.B. CURRY SURVEY NO. 3, MAP REFERENCE: VOLUME 2, PAGE 23 H.C.M.R., AND ALSO BEING A PORTION OF A 13.11 ACRE TRACT DEEDED TO JAVIER CHAPA, DOC. NO, 1841230, H.C.D.R.

METES AND BOUNDS DESCRIPTION

A tract of land containing 5.00 acres, situated in Hidalgo County, Texas and also being a part or portion of LOT 10, R.B. CURRY SURVEY No. 3, map reference: Volume 2, Page 23, H.C.M.R., and said 5.00 acres of land also being or portion of a 13.11 acre tract deeded to Javier Chapa, recorded in Document No. 1841230, H.C.D.R. and said 5.00 acres of land also being more particularly described as follows:

BEGINNING on a 1/2" iron rod found on the northeast corner of said Lot 10 and in the right-of-way of Curry Road and North 3rd Street, for the northeast corner of this tract;

THENCE, S 80° 57' 49" E, along the North line of said Lot 10 and the right-of-way line of said Curry Road, at a distance of 70.09 feet pass a cotton picker spindle found on the East line of Hidalgo County Irrigation District No. 1 canal right-of-way, recorded in Volume 1527, Page 307, H.C.D.R. and continuing a total distance of 571.07 feet to a Nail set on the northeast corner of a tract deeded to AMP LLC, a Colorado Limited Liability Company, recorded in Document No. 1804673, H.C.D.R., for the northeast corner of this tract;

THENCE, S 09° 08' 11" W, along the West line of said AMP LLC tract, at a distance of 20.00 feet pass an iron rod found on the South right-of-way line of said Curry Road and the North line of Hidalgo County Irrigation District No.1 easement, recorded in Volume 1890, Page 60, H.C.D.R., continuing at a distance of 40.00 feet pass the South line of said H.C.I.D. No. 1 easement and continuing a total distance of 381.39 feet, to a 1/2" iron rod with a plastic cap stamped "CVO LS" set, for the southeast corner of this tract;

THENCE, N 80° 57' 49" W, at a distance of 501.07 feet pass a 1/2" iron rod with a plastic cap stamped "CVO LS" set on the East line of said 70.09 foot Canal right-of-way, continuing at a distance of 551.07 feet pass the East right-of-way line of said North 3rd Street and continuing a total distance of 571.07 feet, to a Nail set on the West line of said Lot 10 and the right-of-way of said North 3rd Street, for the southwest corner of this tract;

THENCE, N 09° 08' 11" E, along the West line of said Lot 10 and the right-of-way of said North 3rd Street, a distance of 381.39 feet to the POINT OF BEGINNING, containing 5.00 acres of land, more or less.

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.

HOMERO LUIS GUTIERREZ, R.P.L.S. No. 2701 — DATE 02/10/2012

STATE OF TEXAS
COUNTY OF HIDALGO

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

YARA CORBITT, P.E. No. 100129 — DATE

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

I, JOSE VILLARREAL RODRIGUEZ, OWNER OF THE 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VILLARREAL RODRIGUEZ SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE AND STREETS, PATHS, OR 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.

JOSE VILLARREAL RODRIGUEZ
3005 GONDOLA AVE
EDINBURG, TX 78542 — DATE 2/10/12

STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared JOSE VILLARREAL RODRIGUEZ known to me through his Texas Department of Public Safety Driver's License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this 10 day of February, 2012.

NOTARY PUBLIC

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VILLARREAL RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROW DEPARTMENT ON THIS ____ DAY OF _____, 20__.

HIDALGO COUNTY ROW DIRECTOR — DATE

DEED OF RAW 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 should be on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of relocating, adding water line as may be necessary to meet 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.

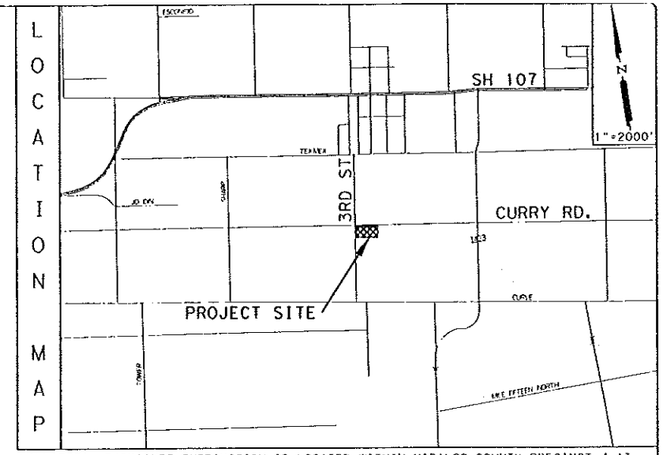
The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. It is agreement together with other provisions of this grant shall constitute an 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.

IN WITNESS WHEREOF, the said Grantor executed this instrument this 10 day of February, 2012.

JOSE VILLARREAL RODRIGUEZ
3005 GONDOLA AVE.
EDINBURG, TX 78542

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JOSE VILLARREAL RODRIGUEZ	3005 GONDOLA AVE.	EDINBURG, TX 78542	(956)292-1541	N/A
ENGINEER:	YARA CORBITT	3123 S. SUGAR RD.	EDINBURG, TX 78539	(956)971-0289	(956)287-4130
SURVEYOR:	HOMERO LUIS GUTIERREZ	2609 SAN DIEGO	MISSION, TX 78572	(956)369-0988	N/A



VILLARREAL RODRIGUEZ SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT 4 AT THE SOUTHEAST CORNER OF CURRY RD. AND NORTH 3RD STREET. THE CITY OF EDINBURG IS THE NEAREST MUNICIPALITY. VILLAREAL SUBDIVISION IS CURRENTLY LOCATED OUTSIDE THE CITY OF EDINBURG'S EXTRATERRITORIAL JURISDICTION.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

WE THE UNDERSIGNED CERTIFY that this plat of VILLARREAL RODRIGUEZ SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock ____ M. on _____, _____, and was recorded in Book _____, Sheet(s) _____ the Plat Records of Hidalgo County at _____ o'clock ____ M. on _____.

Hidalgo County Clerk

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS _____ DAY OF _____, 20__.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS), SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #1 RIGHTS OF WAYS OR EASEMENTS.

ATTEST: _____
PRESIDENT — SECRETARY

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 (b)(5)(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY 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 HIS/HER/THEIR ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
DATE: _____

INDEX NO.	DESCRIPTION
SHEET NO. 1	PLAT OF VILLARREAL RODRIGUEZ SUBDIVISION
SHEET NO. 2	TOPOGRAPHY AND DRAINAGE FOR VILLARREAL RODRIGUEZ SUBDIVISION

SHEET NO. 1 OF 2

Cortran ENGINEERING, PLLC
Professional Civil Engineers
3123 S. SUGAR RD. EDINBURG, TX 78539
Office: 956-971-0289 ; TBPE Firm No. 13219

AI-31658 **15. B.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Raul E. Sesin, P.E.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Texas Estates Subdivision – Pct. 4 (Ricardo Salinas Jr.)

BACKGROUND

Attachments

Texas Estates - Preliminary

Texas Estates; P Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 07:02 AM
Olga Garza	Olga Garza	03/29/2012 08:39 AM
Auditor's Office	Arcilia Duran	03/29/2012 04:33 PM
Purchasing Department	Marty Salazar	03/30/2012 07:25 AM

Form Started By: Nora Cavazos Started On: 03/27/2012 04:10 PM

Final Approval Date: 03/30/2012

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: March 27, 2012

RE: **Texas Estates Subdivision – Pct. 4**
Preliminary Approval

Texas Estates Subdivision is a seventy (70) lot subdivision located on the South side of Texas Road, approximately 200 feet East of Cesar Chavez Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The original Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 7, 2011. A revised Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 23, 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 latest approved Drainage Report, drainage will be provided by a combination of on-site drainage detention swales and a storm sewer system network comprising of inlets and storm sewer pipe that will discharge into the HCDD No. 1 drain ditch located approximately 2,600 miles North of the proposed development.

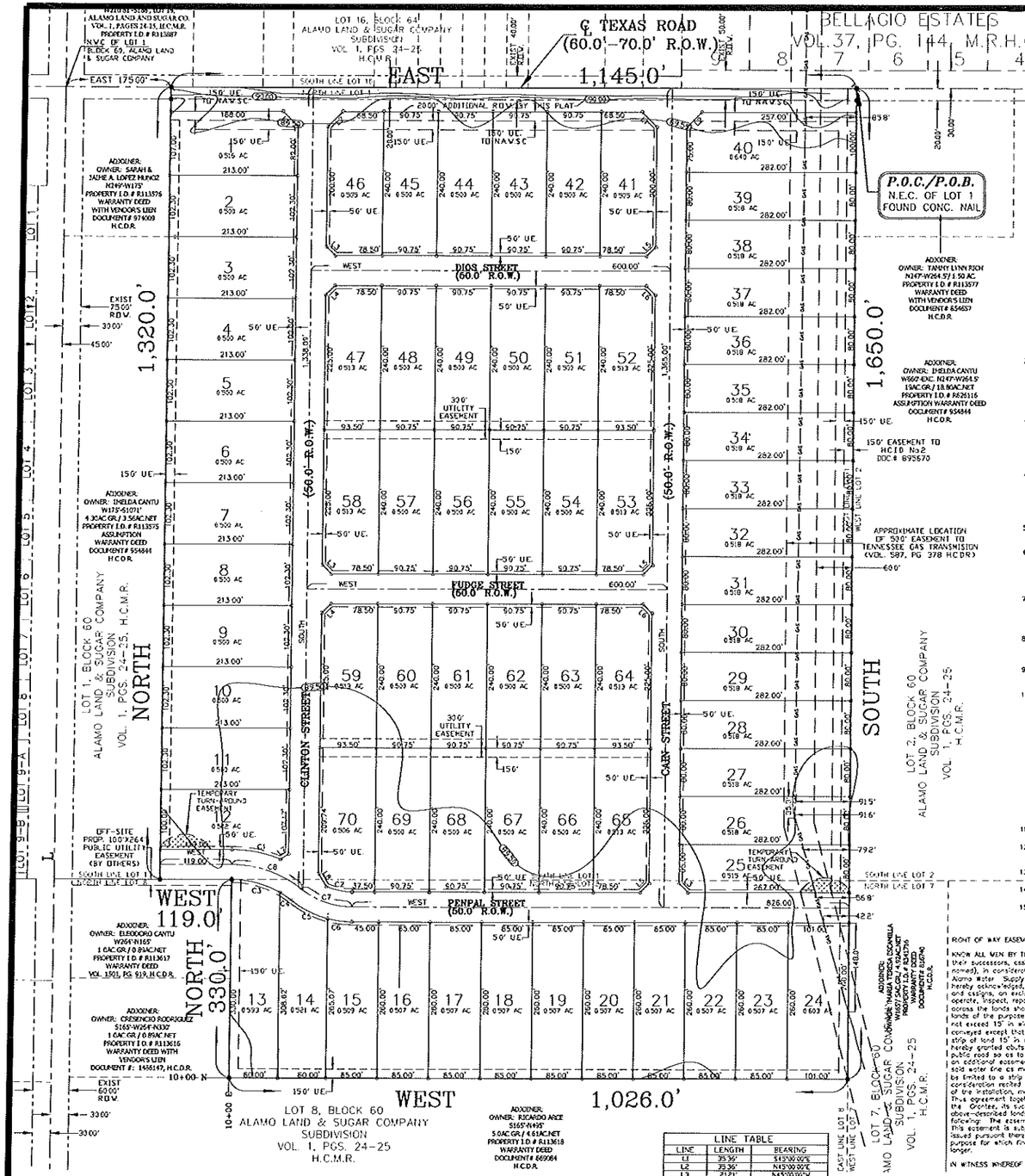
The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on April 15, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Texas Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by David Omar Salinas, PE 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 Texas Road 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 August 4, 2011.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **January 17, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Edinburg.



TEXAS ESTATES

HIDALGO COUNTY, TEXAS.

BEING A 42.47 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT A PORTION OF LOTS 1 AND 8, BLOCK 60, ALAMO LAND & SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KYNDEL BENNETT	P.O. BOX 365	LA BLANCA, TX. 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

LINE TABLE		
LINE	LENGTH	BEARING
L1	39.36'	S45°00'00"E
L2	39.36'	N45°00'00"E
L3	21.21'	N45°00'00"W
L4	21.21'	N45°00'00"E
L5	21.21'	S45°00'00"W
L6	21.21'	S45°00'00"E
L7	16.29'	S57°14'58"W
L8	25.52'	N31°42'06"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	82.45'	210.36'	N78°46'19"W 81.92'
C2	43.72'	110.36'	N78°39'00"W 43.44'
C3	83.76'	160.36'	S75°02'13"E 82.81'
C4	24.22'	160.36'	S55°44'48"E 24.20'
C5	67.55'	160.36'	S63°29'15"E 67.05'
C6	40.43'	160.36'	S82°46'49"E 40.33'
C7	91.14'	135.36'	N70°42'36"W 89.43'
C8	124.81'	185.36'	N70°42'36"W 122.47'

LEGEND

- FOUND NAIL
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS

SCALE: 1"=100'

GENERAL PLAT NOTES:

FOR RESIDENTIAL USE:

1. FLOOD ZONE STATEMENT:
   (A) FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
   AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
   COMMUNITY PANEL NO. 480334 0325 D
   EFFECTIVE DATE: JUNE 06, 2000, REVISED TO REFLECT LOMR DATED MAY 17, 2001.
   (B) FLOOD ZONE DESIGNATION: ZONE "B" (MEDIUM SHADING)
   AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
   COMMUNITY PANEL NO. 480334 0425 C
   EFFECTIVE DATE: NOVEMBER 16, 1982
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0325D, EFFECTIVE DATE JUNE 06, 2000 (REVISED TO REFLECT LOMR DATED MAY 17, 2001.) AND COMMUNITY PANEL NUMBER 480334 0425 C, EFFECTIVE DATE NOVEMBER 16, 1982 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 THRU 4127).
2. MINIMUM SETBACKS:
   FRONT: 25.0 FEET.
   FRONT GARAGE/CARPORT: 18 FEET.
   REAR LOTS 1-24 & 41-70: 20% OF LOT DEPTH BUT NOT OVER 40 FEET.
   REAR LOTS 25-40: 110.0 FEET.
   SIDE: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER.
   CORNER SIDE: 10.0 FEET.
   CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.0 FEET: 20.0 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 BE REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS (LOTS 2-39 AND LOTS 41-70).
4. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE OF DESIGNATED FLOOD AREA 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. THE FOLLOWING BENCH-MARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:---B.M. NO. 1-ELEV. 90.08 N.G.V.D. 29 DESCRIPTIONS: COTTON PICKER SPINDLE LOCATED AT THE NORTH WEST OF THE SUBDIVISION.
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 101,615.35 CUBIC-FEET OR 2.31 ACRE-FEET OF STORM RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS)
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL OF FENCES, BUILDINGS, SHEDS, BE KEPT CLEAR 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.
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. NO INDIVIDUAL LOT ACCESS OR LOT FRONTAGE PERMITTED ON TEXAS ROAD FOR LOTS 1, 40, 41, 42, 43, 44, 45 AND 46. DEVELOPER SHALL INSTALL A BUFFER FENCE TO DENY REVERSE FRONTAGE ACCESS FROM TEXAS ROAD.
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 SEPERATE 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 HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSORPTIVE DRAIN FIELD 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. I, KYNDEL BENNETT, THE OWNER & SUBDIVIDER OF TEXAS ESTATES SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
13. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH ROD, BY 18 INCH LONG IRON RODS.
14. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
15. CROSS-HATCHED AREA IS A TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED EAST AND WEST BY A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE EAST AND WEST.

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"-either 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 hereby 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 pipelines 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 201___.

DEVELOPER

LOT SIZES							
LOTS #	SQ. FT.	LOTS #	SQ. FT.	LOTS #	SQ. FT.	LOTS #	SQ. FT.
1	22,478.50	16-23	22,100.00	42-45	21,780.00	47, 52, 53, 58 59, 64, 65	22,327.50
2-11	21,789.90	24	26,260.00	48-51			
12	21,878.31	25	22,447.50	54-57			
13	25,845.97	26-39	22,560.00	60-63			
14	22,686.88	40	27,887.50	66-69		70	22,060.30
15	22,167.15	41, 46	22,015.00				

STATE OF TEXAS
COUNTY OF HIDALGO

I, KYNDEL BENNETT, AS OWNER TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS TEXAS ESTATES, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

EVSEN SOUTH TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP
KYNDEL BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TEXAS 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2012.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
CITY OF EDINBURG

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRPERSON PLANNING AND ZONING COMMISSION

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS TEXAS ESTATES AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RONI) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED 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:_____ DATE: _____

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF TEXAS ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 2012.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

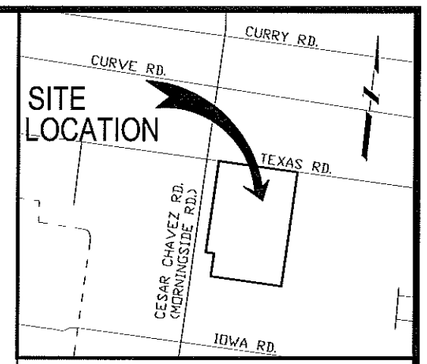
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____, _____, AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____M. ON _____, 2012.

_____ _____
HIDALGO COUNTY CLERK DATE

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

TEXAS ESTATES IS LOCATED ALONG THE SOUTH SIDE OF TEXAS ROAD AND APPROXIMATELY 175.00' EAST FROM THE INTERSECTION OF CESAR CHAVEZ ROAD AND TEXAS ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 AS PER THE 2010 CENSUS), TEXAS ESTATES DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF EDINBURG, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF EDINBURG UNDER LOCAL GOVERNMENT CODE 42.021. PRECINCT No.4



LOCATION MAP SCALE : 1" = 1000'

TEXAS ESTATES
PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
McALLEN, TEXAS 78501
DATE PREPARED: MARCH 27, 2012

PLAT SHEET 1 OF 3

METES AND BOUNDS DESCRIPTION

BEING A 42.47 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT A PORTION OF LOTS 1 AND 8, BLOCK 60, ALAMO LAND & SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, SAID 42.47 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE NORTHEAST CORNER OF SAID LOT 1 LOCATED IN THE CENTER OF TEXAS ROAD, A 40.0 FOOT PUBLIC DEDICATED ROADWAY, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 20.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID ROAD, AT A DISTANCE OF 1,320.0 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF SAID LOT 8, AT A DISTANCE OF 1,650.0 FEET IN ALL TO A 1/2 INCH DIAMETER IRON ROD FOUND ON THE EAST LINE OF SAID LOT 8 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 1,026.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 330.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 8 AND THE SOUTH LINE OF SAID LOT 1 FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 8 SAME BEING THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 119.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 1,500.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EXISTING SOUTH RIGHT-OF-WAY OF SAID ROAD, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A NAIL FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1,145.0 FEET TO THE POINT OF BEGINNING, CONTAINING 42.47 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE NORTH 20.0 FEET (OR 0.53 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID TEXAS ROAD, LEAVING 41.94 NET ACRES OF LAND, MORE OR LESS

BEARING SOURCE: SURVEY OF SAID 42.47 ACRE TRACT OF LAND PREPARED BY RIO DELTA ENGINEERING & SURVEYING, DATED 6/14/04, JOB NO. RIO 04 137

N:\SUBDIVISIONPLATS\MORNINGSIDEESTATES SUB\42.47

STATE OF TEXAS
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

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

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

_____ ATTEST: _____
PRESIDENT SECRETARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E. TX. REG. NO. 71973 ON MARCH 27, 2012. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

INDEX SHEET OF TEXAS ESTATES

SHEET 1	HEADING, INDEX, LOCATION MAP, PRINCIPAL CONTACTS, PLAT WITH LOTS, STREETS, AND EASEMENT DESCRIPTIONS, LEGAL DESCRIPTION (METES & BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIVE, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, CITY APPROVAL, DISTRICT, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION, SECTION 42.042 & 232.032 CERTIFICATION, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL, APPROVAL, REVISION NOTES
SHEET 2	NOTICE DISTRIBUTION, AND SUBDIVISION SERVICES (2000) NOTE, ENGINEERING REPORT FOR ON-SITE SEWAGE FACILITIES, SUBDIVISION INFORMATION, LOT SIZES AND STATE OF TEXAS COUNTY OF HIDALGO CERTIFICATE, CERTIFICATE OF SURVEYOR, FLOOD ZONE STATEMENT, SAMPLE OF USE SIGNS FOR DEVELOPMENT, PLAT NOTES AND RESTRICTIONS IN SPANISH, TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE DEVELOPMENT, LIST OF TOPOGRAPHICAL AND DRAINAGE AND ENGINEER'S CERTIFICATION, DRAINAGE FEE CALCULATIONS, PAVEMENT SECTION, CURB AND GUTTER SECTION, TYPICAL LOT LAYOUT FOR CUL-DE-SAC STREET, PLAT NOTES AND RESTRICTIONS IN SPANISH, TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

SEA
SALINAS ENGINEERING & ASSOCIATES
(F-6675)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

AI-31587 **15. C.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Raul E Sesin, P.E.

Department: PLANNING DEPT.

Information

CAPTION

1. Reimbursement of Cash Deposit
a. Las Estrellas No. 1 Subdivision – Pct. 3 (Lorin Runnels)

BACKGROUND

Attachments

Las Estrellas Ph I; Reimbursement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 03:27 PM
Olga Garza	Olga Garza	03/22/2012 09:26 AM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Nora Cavazos Started On: 03/21/2012 03:08 PM

Final Approval Date: 03/26/2012

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

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

DATE: MARCH 21, 2012

RE: LAS ESTRELLAS SUBDIVISION NO. 1 – PCT. 3

ON DECEMBER 20, 2012, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $1,826.86 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ALL STREET SIGNS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND EIGHT HUNDRED TWENTY SIX DOLLARS AND EIGHTY SIX CENTS. ATTACHED IS AN ON-SITE INSPECTION REPORT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT STATING THAT ALL STREET SIGNS HAVE BEEN INSTALLED.

STAFF HAS NO OBJECTION TO THE REIMBURSEMENT OF A CASH DEPOSIT IN THE AMOUNT OF $1826.86 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 1,826.86
BALANCE	$ 0

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Date Dec. 7 20 11

Received of: CWL Limited $ 1826.86

One thousand eight hundred twenty-six + 86/100 Dollars

Subdivision: Las Estrellas Ph I (Street Signs)

Cash _____ Check # 1024 M.O. # _____

Received by: Raul. Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	
Other Street Signs	1826.86
TOTAL	1826.86

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 65608 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

CWL LIMITED
PO BOX 118
EDINBURG, TX 78540
956-383-7032
956-381-0480

TXDL# 14344449
DOB- 1-7-63

BORDER CAPITAL BANK
PO BOX 5555
MCALLEN, TX 78502-5555
956-682-2265

88-1161
1149

1024

DATE 12/2/2011

PAY **Hidalgo County** $ **1,826.86

*ONE-THOUSAND EIGHT-HUNDRED-TWENTY-SIX AND 86/100**********

DOLLARS

TO THE ORDER OF Hidalgo County

CWL LIMITED
By: THREE LLC, It's General Partner
By: Jose Ramos, MD

Memo Las Estrellas I - Escrow of street signs

⑈1024⑈ ⑆114911616⑆ ⑈0030236⑈

Security features - Details on back.

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844
www.co.hidalgo.tx.us

Raul E. Sesin, P.E.
Planning Administrator

LAS ESTRELLAS No.1 SUBDIVISION
ONSITE INSPECTION

WATER FACILITIES:
- ☐ Service Lines:_____
- ☐ Meter boxes:_____
- ☐ 30 Year letter:_____
- ☐ Fire Hydrant (if applicable):_____

OSSF / SANITARY SEWER:
- ☐ Sewer Service Lines:_____
- ☐ 30 Year Letter:_____
- ☐ Septic Tanks:_____
- ☐ Health Dept. Inspection Letter:_____

PAVING:
- ☐ Street pavement & curb and gutter:_____
- ☐ Street testing results:_____
- ☒ Street Signs / Street Name: *ALL STREET SIGNS HAVE BEEN INSTALLED.*
- ☐ Temporary Turn Around (if applicable):_____
- ☐ Share Driveways (if applicable):_____
- ☐ Type III barricade :_____
- ☐ Valley Gutters:_____

DRAINAGE:
- ☐ Detention Swales:_____
- ☐ Culvert with Safety Ends:_____
- ☐ Re-grade of Road side Ditch:_____
- ☐ Bench Swale System (If Applicable):_____
- ☐ Erosion Control Points (If Applicable) :_____
- ☐ Overflow structure with RIP – RAP (If applicable) :_____
- ☐ Storm Drainage Inlets (If Applicable):_____
- ☐ Outfall with RIP - RAP (If Applicable):_____
- ☐ Concrete Spill Ways (If Applicable):_____
- ☐ Gridded Down Drain (If Applicable):_____

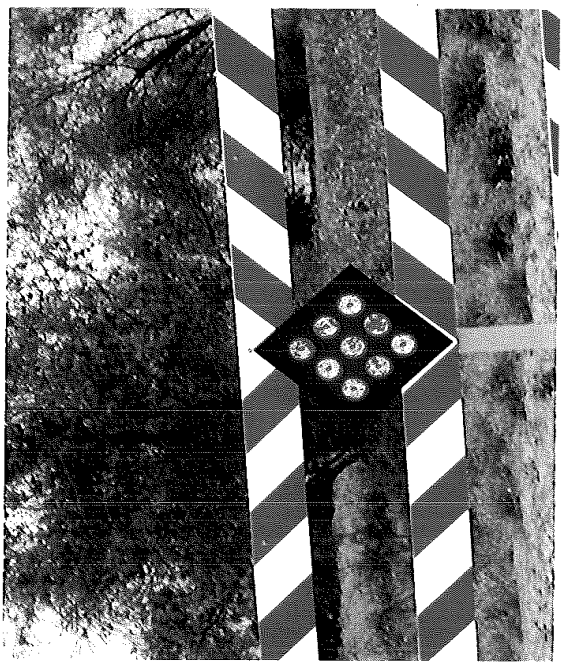
OTHER IMPROVEMENTS:
- ☐ Lot Staking :_____
- ☐ Existing Structure On Lots (If applicable) :_____
- ☐ Gas Markers (If applicable):_____
- ☐ Lot Sell Advertisement Sign (If Applicable) :_____
- ☐ Elevated Pad Site (If Applicable) :_____
- ☐ Street Lights (If Applicable):_____
- ☐ Buffer Fence (If Applicable):_____
- ☐ Any Other:_____

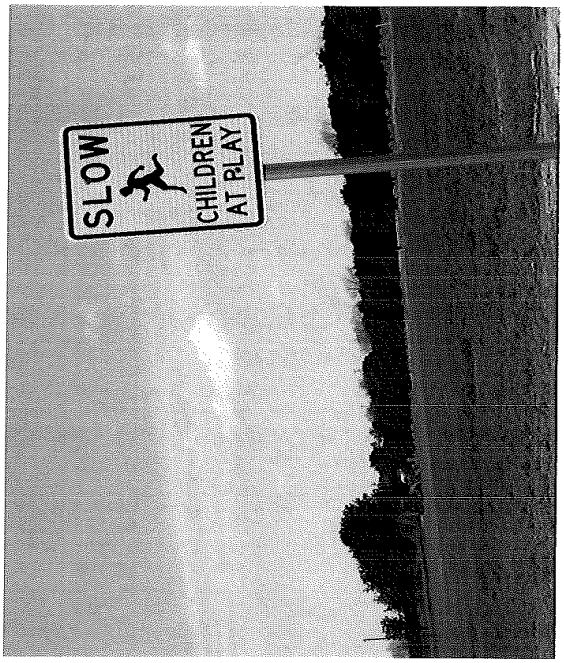
INSPECTED BY: _____ DATE: 03-20-2012

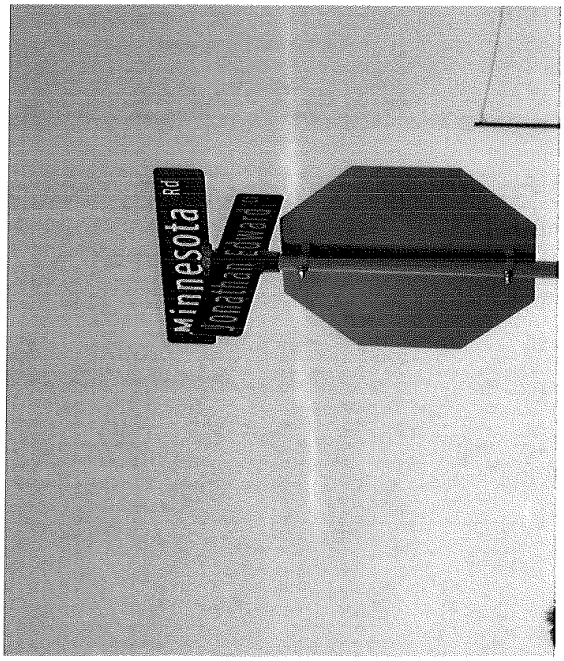
PLANNING DEPARTMENT

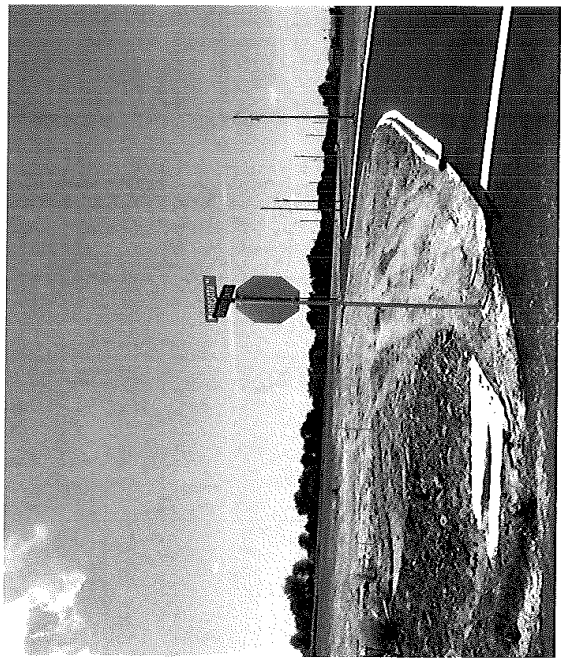
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator







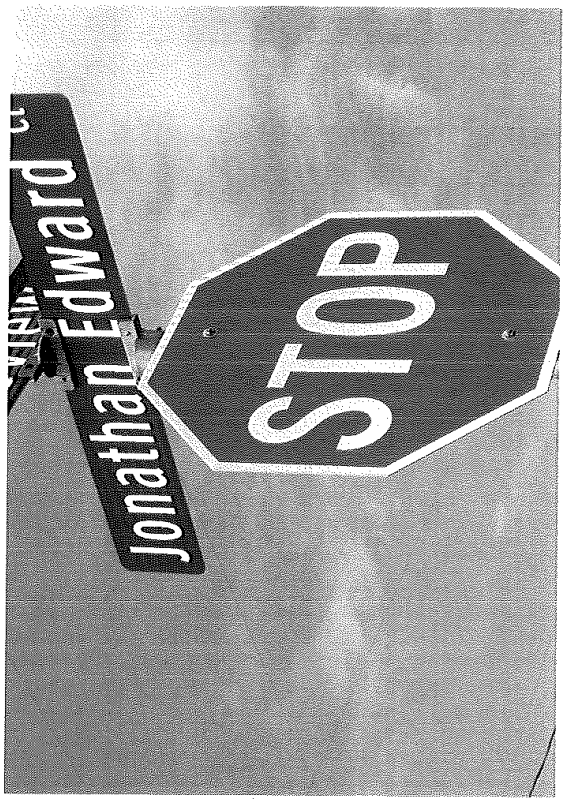


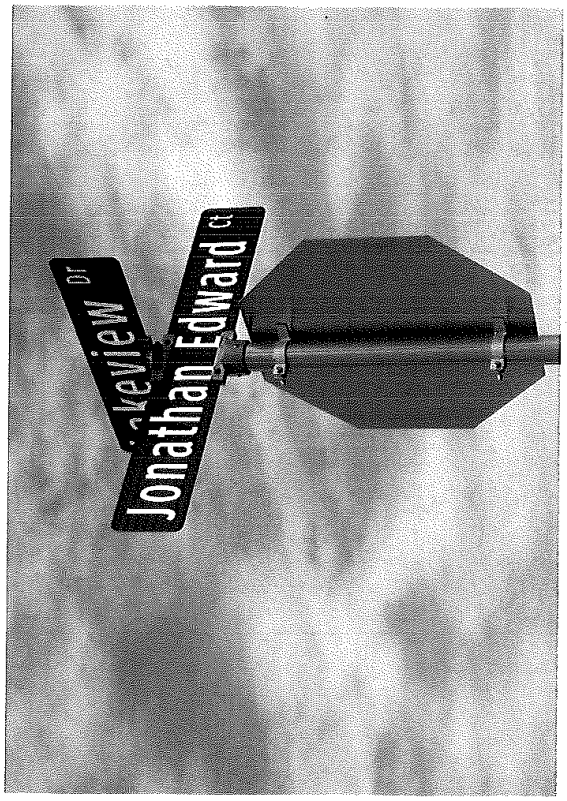
1304 S. 25th St. ★ Edinburg, Texas 78542 ★ (956) 318-2840 ★ Fax. (956) 318-2844

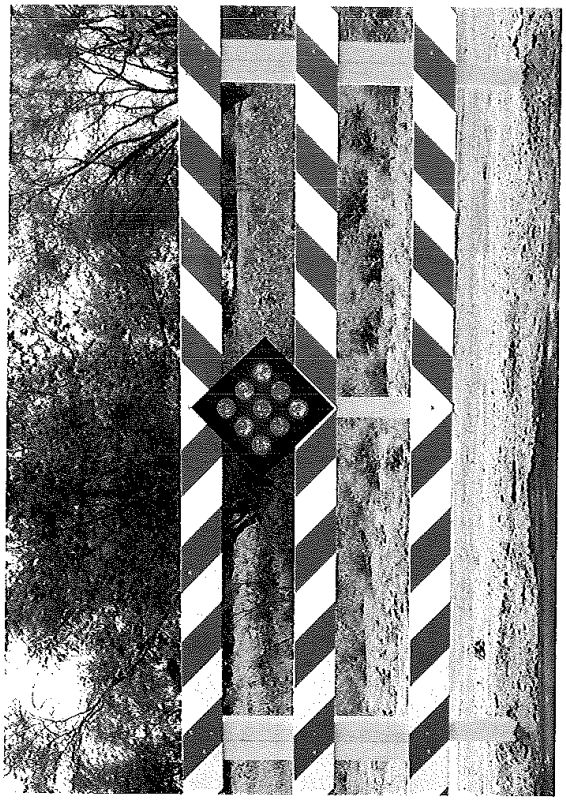
PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator







AI-31600 **16. A.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Yoli Cisneros

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Construction Change Order No.6 increase in the amount of $4,025.00 with Mission Paving Company, Inc. (contracted vendor for "Tower road Phase I Project") reflecting the items described on change order, 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 of $148,480.90 as of 3/21/2012

Attachments

CO #6

change order

po increase

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 07:08 AM
Purchasing Department	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Yolanda Cisneros Started On: 03/21/2012 04:24 PM

Final Approval Date: 03/26/2012

CHANGE ORDER NUMBER SIX (6)

Project: **TOWER ROAD PHASE 1 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 3/27/2012 EFFECTIVE DATE: 3/27/2012

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. Install a Type "F" inlet with one extension as per plans.
2.
3.
4.
5.
6.
7

Description:

1. Add 1 LS @ $4,025.00 of Type F Inlet ($4,025.00)
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 $ 27,343.95		Net Change from previous Change Orders 67 calendar days	
Contract Price prior to this Change Order $ 253,034.85		Contract Time prior to this Change Order Substantial Completion:	157 calendar days or dates
Net Increase(decrease) of this Change Order $ 4,025.00		Net Increase(decrease) of this Change Order 0 calendar days	
Contract Price with all approved Change Orders $ 257,059.85	Net % increase(decrease)from original contract price. 13.90%	Contract Time with all approved Change Orders Substantial Completion:	157 calendar days or dates

RECOMMENDED:
By: _____ PE
Engineer (Authorized Signature)
Date: 03/20/12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: March 21 2012

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 28, 2012

RE: Change Order Proposal
Tower Road Phase I Road & Drainage Improvements
Project # C-11-044B-06-2B

Dear Mr. Sesin,

As per your and Lupe's conversation about the additional Type F Inlet for the above mentioned project, we offer the following;

In the process of installing the Type "F" Inlet with one extension, we had fifteen inlets shown on plans, but the contract proposal quantity showed 14. Please accept this as Mission Paving formal request for change order to add One (1) Type "F" Inlet for the same contract price per each of $ 4,025.00 to make total for project 15.

Please call if you have any questions.

Thank you,

Sam Vaughn, Sales Representative
Mission Paving Company, Inc.

LETTER OF TRANSMITTAL

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: YOLI CISNEROS, ADM. ASST. II, HIDALGO COUNTY PCT. 2 DATE: 03-21-12

FROM: NORA D. CAVAZOS, ADMINISTRATIVE ASST. III

RE: TOWER ROAD PHASE I ROAD IMPROVEMENTS (MISSION PAVING)

WE ARE SENDING YOU: ☐ VIA MAIL ☒ VIA COURIER

TOTAL NUMBER OF DOCUMENTS: 1

ITEM NO.	DESCRIPTION
1	ORIGINAL CHANGE ORDER NO. 6 FOR THE TOWER ROAD PHASE I PROJECT

☐ FOR APPROVAL ☐ FOR YOUR USE ☐ FOR REVIEW AND COMMENTS

☐ PRINTS/PLANS RETURNED AFTER LOAN TO US ☒ AS REQUESTED

OTHER: _____

REMARKS:

RECEIVED BY: Elizabeth Morris DATE: 3-21-12

PLEASE NOTIFY US AT ONCE IF ENCLOSURES ARE NOT AS NOTED

CHANGE ORDER NUMBER SIX (6)

Project: **TOWER ROAD PHASE 1 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 3/27/2012 EFFECTIVE DATE: 3/27/2012

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. Install a Type "F" inlet with one extension as per plans.
2.
3.
4.
5.
6.
7

Description:

1. Add 1 LS @ $4,025.00 of Type F Inlet ($4,025.00)
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 $ 27,343.95		Net Change from previous Change Orders 67 calendar days	
Contract Price prior to this Change Order $ 253,034.85		Contract Time prior to this Change Order Substantial Completion:	157 calendar days or dates
Net Increase(decrease) of this Change Order $ 4,025.00		Net Increase(decrease) of this Change Order 0 calendar days	
Contract Price with all approved Change Orders $ 257,059.85	Net % increase(decrease)from original contract price. 13.90%	Contract Time with all approved Change Orders Substantial Completion:	157 calendar days or dates

RECOMMENDED:
By: _____ PE
Engineer (Authorized Signature)
Date: 03/20/12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: March 21 2012

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 28, 2012

RE: Change Order Proposal
Tower Road Phase I Road & Drainage Improvements
Project # C-11-044B-06-2B

Dear Mr. Sesin,

As per your and Lupe's conversation about the additional Type F Inlet for the above mentioned project, we offer the following;

In the process of installing the Type "F" Inlet with one extension, we had fifteen inlets shown on plans, but the contract proposal quantity showed 14. Please accept this as Mission Paving formal request for change order to add One (1) Type "F" Inlet for the same contract price per each of $ 4,025.00 to make total for project 15.

Please call if you have any questions.

Thank you,

Sam Vaughn, Sales Representative
Mission Paving Company, Inc.

LETTER OF TRANSMITTAL

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: YOLI CISNEROS, ADM. ASST. II, HIDALGO COUNTY PCT. 2 DATE: 03-21-12

FROM: NORA D. CAVAZOS, ADMINISTRATIVE ASST. III

RE: TOWER ROAD PHASE I ROAD IMPROVEMENTS (MISSION PAVING)

WE ARE SENDING YOU: ☐ VIA MAIL ☒ VIA COURIER

TOTAL NUMBER OF DOCUMENTS: 1

ITEM NO.	DESCRIPTION
1	ORIGINAL CHANGE ORDER NO. 6 FOR THE TOWER ROAD PHASE I PROJECT

☐ FOR APPROVAL ☐ FOR YOUR USE ☐ FOR REVIEW AND COMMENTS

☐ PRINTS/PLANS RETURNED AFTER LOAN TO US ☒ AS REQUESTED

OTHER: _____

REMARKS:

RECEIVED BY: Elizabeth Morris DATE: 3-21-12

PLEASE NOTIFY US AT ONCE IF ENCLOSURES ARE NOT AS NOTED

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***662859***
Increase # 04 for this Purchase Order
Procurement Method:

- ❑ Contract # C-11-044B-06-28
- ❑ 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: 25119
Vendor Name: MISSION PAVING CO., INC
Address: P. O. BOX 949
MISSION, TX 78573-0949

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$225,690.90**
1	EACH	**(NIGP #91345)** CHANGE ORDER NO.6	$4,025.00	$4,025.00
		AFTER APPROVAL PLEASE SEND COPY TO COUNTY AUDITOR TO THE ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$4,025.00
		TOTAL AMOUNT		***$257,059.85***

Account Number: **2-1200-431-00-122-049-0-731**

Reason: Increase need due to CHANGE ORDER #6 with COURT APPROVAL AI-31600 on 3/27/2012

Authorization: _____ March 21, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-31704 **16. B.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Commissioner Palacios

Department: COMM. PCT. #2

Information

CAPTION

Consideration and approval to purchase a certain tract of land located at John Closner Et Al Amended, Lot 4 Block 6, Hidalgo County, Minnesota Rd., Texas also known as Lopezville Park Property in the amount of $93,166.54 make check payable to Valley Land & Title Company.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-452-00-122-054-0-719

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

BUDGETARY IMPACT:

Funding available in the amount of $115,000.00 as of 3/29/2012

Attachments

Pay Memo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 09:24 AM
Roland Garcia	Rolando Garcia	03/30/2012 09:26 AM
Budget & Management	Merlen P. Munoz	03/29/2012 09:24 AM
Roland Garcia	Rolando Garcia	03/30/2012 09:26 AM
Auditor's Office		
Purchasing Department		

Form Started By: Yolanda Cisneros Started On: 03/29/2012 08:48 AM

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

PAY MEMO

Jose N. Peña
Director

To: **Mr. Ray Eufracio**
Auditor-County of Hidalgo
Attn: Lupita Garza

From: **Jose N. Pena**
Director
Right of Way Dept.

Date: **March 28, 2012**

Re: **Precinct # 2 Lopezville Park Property**
Solida Administradora De Portafolios, S.A.

Mr. Eufracio,

Attached please find a copy of the settlement statement and a copy of the Deed for the Earnest Money Contract approved by Commissioners Court on December 20, 2011, please issue a check to Valley Land & Title Company in the amount of $93,166.54 for the closing of this parcel on the above-mentioned project. Recorded documents will be provided to your office soon thereafter filing at the County Clerks office.

Please have this check processed out of Account # _____ as soon as possible.

HOLD CHECK AT COUNTY TREASUERS UNTIL READY TO BE PICKED UP.

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

PO # N/A
2-1342-452-00-122-059-0-719
Req # N/A

Thanks,
Joe Pena

Approved _____
Hector "Tito" Palacios

Approved _____
Jose N. Pena

INVOICE RECEIVED BY: 3/28/12
GOODS/SERVICES RECEIVED BY: 3/28/12

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number 127215	7. Loan Number	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
County of Hidalgo, Texas 2802 S. Bus. 281 Edinburg, TX 78541	Solida Administadora de Portafolios, S. A. de C. V., a Mexico Corporation C/O Solida USA, LLC 100 Savannah, Suite 540 McAllen, TX 78503	

G. Property Location	H. Settlement Agent Name Valley Land Title Co. 612 W. Nolana Ste. #570 McAllen, TX 78504 Tax ID: 20-4064406	
John Closner Et Al Amended, Lot 4, Block 6, Hidalgo County Minnesota Rd. , TX	Place of Settlement Valley Land Title Co. 217 W. Cano Edinburg, TX 78539	I. Settlement Date 4/20/2012 Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	$93,000.00	401. Contract Sales Price	$93,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	$1,194.54	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes 04/21/12 thru 12/31/12	$98.70	410. Water District Taxes 04/21/12 thru 12/31/12	$98.70
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	$94,293.24	**420. Gross Amount Due to Seller**	$93,098.70
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money	$1,000.00	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	$750.00
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Option Fee	$100.00	506. Option Fee	$100.00
207.		507. 35% IRS Withholding	$32,550.00
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes 01/01/12 thru 04/20/12	$10.55	511. County property taxes 01/01/12 thru 04/20/12	$10.55
212. Annual assessments		512. Annual assessments	
213. School property taxes 01/01/12 thru 04/20/12	$16.15	513. School property taxes 01/01/12 thru 04/20/12	$16.15
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	$1,126.70	**520. Total Reduction Amount Due Seller**	$33,426.70
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	$94,293.24	601. Gross Amount due to seller (line 420)	$93,098.70
302. Less amounts paid by/for borrower (line 220)	$1,126.70	602. Less reductions in amt. due seller (line 520)	$33,426.70
303. Cash From Borrower	$93,166.54	**603. Cash To Seller**	$59,672.00

L. Settlement Charges				
700. Total Sales/Broker's Commission based on price	$93,000.00	@ % =	$0.00	
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement				$0.00
704. The following persons, firms or	to			
705. corporation s received a portion	to			
706. of the real estate commission amount	to			
707. shown above:	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from 4/20/2012 to 5/1/2012 @ $0/day				
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @		per month	
1002. Mortgage insurance	months @		per month	
1003. City property taxes	months @		per month	
1004. County property taxes	months @	$2.90	per month	
1005. Annual assessments	months @		per month	
1006. School property taxes	months @	$4.44	per month	
1007. Water District taxes	months @	$11.81	per month	
1008. HOA Dues	months @		per month	
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to Law Office of Michael J. Daley			$750.00
(includes above items numbers:			)	
1108. Title insurance	to Valley Land Title Co.			$797.00
(includes above items numbers:			)	
1109. Lender's coverage	$0.00/$0.00 .			
1110. Owner's coverage	$93,000.00/$797.00			
1111. Escrow fee	to Valley Land Title Co.			$300.00
1112. State of Texas policy guaranty fee.	to Valley Land Title Co.-Guaranty Fee Escrow Account			$2.00
1113. Tax Service Fee	to Hidalgo County Property Tax Service			$59.54
1114. Attorney's Fee	to Atlas & Hall, LLP		POC (B)	
1200. Government Recording and Transfer Charges				
1201. Recording Fees Deed $36.00 ; Mortgage ; Rel	to Valley Land Title Co.			$36.00
1202. City/county tax/stamps Deed ; Mortgage	to			
1203. State tax/stamps Deed ; Mortgage	to			
1204.	to			
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				$1,194.54 $750.00

Paid From Borrower's Funds at Settlement

Paid From Seller's Funds at Settlement

File No. 127215

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTUTITE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

County of Hidalgo, Texas

By: Jose N. Pena, Director for Hidalgo County Right-Of-Way Dept.

Solida Administadora de Portafolios, S. A. de C. V., a Mexican Corporation

By: Gregory Allan Harris, Its Attorney In Fact

By: Roberto Alfredo Bichara Talamas, Its Attorney In Fact

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: April 20, 2012

GRANTOR: SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION
GRANTOR'S MAILING ADDRESS (including county): 1801 S. 2nd St., McAllen, Hidalgo County, Texas 78503

GRANTEE: COUNTY OF HIDALGO, TEXAS
GRANTEE'S MAILING ADDRESS (including county): P. O. Box 758, Edinburg, Hidalgo County, Texas 78540-0758

CONSIDERATION: TEN AND NO/100THS DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED

PROPERTY:
Exhibit "A" attached hereto and made a part hereof for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Exhibit "B" attached hereto and made a part hereof for all purposes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and heirs to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise.

Grantor has executed and delivered this deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this deed and has purchased the Property on an "AS IS, WHERE IS", basis and GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE CONDITION OF THE IMPROVEMENTS LOCATED ON THE PROPERTY, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

When the context requires, singular nouns and pronouns include the plural.

SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION

BY: _____
GREGORY ALLEN HARRIS, ITS ATTORNEY IN FACT

BY: _____
ROBERTO ALFREDO BICHARA TALAMAS, ITS ATTORNEY IN FACT

(Corporate Acknowledgments)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2012 by GREGORY ALLEN HARRIS, ATTORNEY IN FACT FOR SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION, ON BEHALF OF SAID CORPORATION.

_____
Notary Public, State of Texas
Notary's Printed Name:_____
Commission Expires:_____

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2012 by ROBERTO ALFREDO BICHARA TALAMAS, ATTORNEY IN FACT FOR SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION, ON BEHALF OF SAID CORPORATION.

_____
Notary Public, State of Texas
Notary's Printed Name:_____
Commission Expires:_____

AFTER RECORDING RETURN TO:
County of Hidalgo, Texas
P. O. Box 758
Edinburg, Texas 78540-0758

PREPARED IN THE OFFICE OF:
LAW OFFICE OF MICHAEL J. DALEY, PLLC
1801 S. 2nd St., Suite 370
McAllen, Texas 78503
(112-5399)

EXHIBIT "A"

Legal description of the land:
Being a 4.00 acre tract of land, more or less, out of a 10.00 acre tract out of Lot 4, Block 6, JOHN CLOSNER ET. AL. SUBDIVISION, Hidalgo County, Texas, as per map recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas. Said 10.00 acre tract is vested to Solida Administrador de Portafolios, S.A. de C.V., a Mexico corporation from Inter National Bank, a national banking association by virtue of a Special Warranty Deed dated November 24, 2010, and recorded in Document No. 2158186, Official Records of Hidalgo County, Texas, Said 4.00-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Northeast corner of Lot 4, Block 6, John Closner et. al. Subdivision, Thence, South 08 degrees 29 minutes 00 seconds West, with the East line of Lot 4, Block 6, John Closner et. al. Subdivision, a distance of 523.31 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, continuing South 08 degrees 29 minutes 00 seconds West, with the East line of said Lot 4, Block 6, a distance of 348.87 feet to a No.5 rebar found at the Southeast corner of said 10.00-acre tract for the Southeast corner of this tract of land;

THENCE, North 81 degrees 31 minutes 00 seconds West, with the South line of said 10.00 acre tract, a distance of 499.44 feet to a No. 5 rebar found at the Southwest corner of said 10.00 acre tract for the Southwest corner of this tract of land;

THENCE, North 08 degrees 29 minute 00 seconds East, with the East line of said 10.00 acre tract, a distance of 348.87 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 31 minutes 00 seconds East, parallel to the South line of said Lot 4, Block 6, a distance of 499.44 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

Easements and reservations as shown on the map and dedication of John Closner Subdivision, recorded in Volume 0, Page 4, Map Records, Hidalgo County, Texas.

Easement reserved in Deed dated July 1, 1912, recorded in Volume 19, Page 265, Deed Records, Hidalgo County, Texas.

Easement reserved in Deed dated October 5, 1944, recorded in Volume 538, Page 257, Deed Records, Hidalgo County, Texas.

Easement reserved in Deed dated October 5, 1944, recorded in Volume 541, Page 440, Deed Records, Hidalgo County, Texas.

Easement reserved in Deed dated August 14, 1944, recorded in Volume 660, Page 245, Deed Records, Hidalgo County, Texas.

Mineral and/or royalty reservation contained in instruments dated April 17, 1958, recorded in Volume 913, Page 519, Deed Records and instrument filed March 18, 2002 under Document Number 1062905, Official Records of Hidalgo County, Texas.

Oil, Gas, and Mineral Leases dated January 26, 1935, recorded in Volume 17, Page 484, dated March 6, 1954, recorded in Volume 155, Page 252, dated November 8, 1962, recorded in Volume 272, Page 663, Volume 272, Page 665, dated September 13, 1976, recorded in Volume 362, Page 595 and dated September 10, 1976, recorded in Volume 362, Page 598, Oil and Gas Records, Hidalgo County, Texas.

Oil, Gas and Mineral Leases in favor of Samson Lone Star Limited Partnership, filed January 13, 1998, under Document Number 647729, filed March 11, 1998, under Document Number 660813, filed April 7, 1998, under Document Number 667850, filed February 22, 1999, under Document Number 750421; filed May 13, 1999 under Document Number 773520 and filed November 2, 1999 under Document Number 819759, filed January 19, 2001, under Document Number 936916 and filed April 24, 2002, under Document Number 1075946 and filed May 9, 2002 under Document Number 1081272, Official Records, Hidalgo County, Texas.

Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument filed July 14, 2000 under Document Number 888450, filed January 10, 2001 under Document Number 934688 and filed December 18, 2001 under Document Number 1034317, Official Records of Hidalgo County, Texas.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Any part thereof lies within canal right of way claimed in fee simple by Hidalgo County Irrigation District No.2

Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

Taxes for the year 2012 and subsequent years which Grantee herein assumes and agrees to pay.

AI-31712 **17. A. 1.**

CC REGULAR

Meeting Date: 04/03/2012

Submitted For: Pct. 1 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 R & B (1200):
Approval of 2012 appropriation of funds from the R & B unreserved fund balance into Pct. 1 Rd. Maintenance, program #005, in the amount of $47,727.87 to fund hauling and road materials expenditures in relation to Aurora Valley Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $47,727.87 to fund hauling and road materials expenditures in relation to the development of Aurora Valley S/D.

Escrow monies in the amount of $47,727.87 were deposited by the Planning Dept on Friday 3-23-12 (refer to receipt #154526) in relation to 1/3 paving deferred revenues for the development of Aurora Valley S/D, pending correction to acct # by Auditor's office.

Once project is completed, escrow monies will be recognized as revenue and will be appropriated into the Pct. 1 Rd. Maint. budget. Pct. 1 will provide labor and equipment (in-house).

Funds available in unreserved f/b as of 3-30-12

Attachments

Pct. 1 R & B appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	03/30/2012 06:47 AM
Budget & Management	Merlen P. Munoz	03/30/2012 07:04 AM
Erika Zamora	Erika Zamora	03/30/2012 01:46 PM
Ivan Cantu (Originator)	Ivan Cantu	03/30/2012 06:47 AM
Budget & Management	Merlen P. Munoz	03/30/2012 07:04 AM
Erika Zamora	Erika Zamora	03/30/2012 01:46 PM
Auditor's Office		

Form Started By: Ivan Cantu Started On: 03/29/2012 02:15 PM

DATE: April 3, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 R & B

ACCOUNT NUMBER: 2-1200-431-00-121-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-121-005-0- 346	Pct. 1 Rd. Maint.-	Hauling & Freight Svcs	24,493.63
2-1200-431-00-121-005-0- 673	Pct. 1 Rd. Maint.-	R & B R & M Supplies	23,234.24

AI-31716 **17. A. 2.**

CC REGULAR

Meeting Date: 04/03/2012

Submitted For: Noe Montez, Pct. 1 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 R & B (1200):
Approval of 2012 appropriation of funds from the R & B unreserved fund balance to Pct. 1 Adm. & Rd. Maint. (program #'s 004 & 005) in the amount of $446,299.42 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-00X-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for Pct. 1 Adm. & Rd. Maint., program #004 & 005, in the amount of $446,299.00 to fund various opertaing expenditures, as requested by Noe Montez, Pct. 1.

Funds available in unreserved f/b as of 3-30-12.

Attachments

Pct. 1 R&B Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	03/30/2012 07:23 AM
Budget & Management	Merlen P. Munoz	03/30/2012 07:25 AM
Sylvia Solis	Sylvia Solis	03/30/2012 09:07 AM
Ivan Cantu (Originator)	Ivan Cantu	03/30/2012 07:23 AM
Budget & Management	Merlen P. Munoz	03/30/2012 07:25 AM
Sylvia Solis	Sylvia Solis	03/30/2012 09:07 AM
Auditor's Office		

Form Started By: Ivan Cantu Started On: 03/30/2012 06:52 AM

DATE: April 3, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 R & B

ACCOUNT NUMBER: 2-1200-431-00-121-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-121-004-0- 584	Pct. 1 Adm.-	Registration Fees	3,000.00
2-1200-431-00-121-004-0- 583	Pct. 1 Adm.-	Out of Co. Travel	3,000.00
2-1200-431-00-121-004-0- 601	Pct. 1 Adm.-	Office & Computer Supplies	14,000.00
	Subtotal		***20,000.00***
2-1200-431-00-121-005-0- 672	*Pct. 1 Rd. Maint.-*	*Equip. & Veh. R & M Supplies*	*77,299.42*
2-1200-431-00-121-005-0- 626	Pct. 1 Rd. Maint.-	Gasoline/Diesel	200,000.00
2-1200-431-00-121-005-0- 346	Pct. 1 Rd. Maint.-	Hauling & Freight Svcs	60,000.00
2-1200-431-00-121-005-0- 673	Pct. 1 Rd. Maint.-	R & B R &M Supplies	50,000.00
2-1200-431-00-121-005-0- 433	Pct. 1 Rd. Maint.-	R & B R & M Svcs	9,000.00
2-1200-431-00-121-005-0- 679	Pct. 1 Rd. Maint.-	Other R & M Supplies	20,000.00
2-1200-431-00-121-005-0- 622	Pct. 1 Rd. Maint.-	Electricity	10,000.00
	Subtotal		***426,299.42***
		TOTAL BUDGET INCREASE (DECREASE)	**446,299.42**

REASON: Appropriation of funds for Pct. 1 Adm. & Rd. Maint to fund various operating expenditures, as requested by Noe Montez, Pct. 1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-31714 **18. A. 1. a.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Martha L Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an Intergovernmental Agreement (ILA) by and between BROOKS and HIDALGO Counties for the purposes of out of County "HOUSING OF HIDALGO COUNTY INMATES/PRISIONERS".

BACKGROUND

INTERLOCAL-BROOKS COUNTY (HOUSTING OF HIDALGO COUNTY PRISIONERS)

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-21-280-002-0-590

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

BUDGETARY IMPACT:

Available balance as of 3-30-12 $777,170.00

Attachments

Interlocal-BROOKS COUNTY-HCSO

EMAIL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/29/2012 03:26 PM
Budget & Management	Merlen P. Munoz	03/29/2012 03:59 PM
Manuel Chapa	Manuel Chapa	03/30/2012 10:37 AM
Purchasing Department	Marty Salazar	03/29/2012 03:26 PM
Budget & Management	Merlen P. Munoz	03/29/2012 03:59 PM
Manuel Chapa	Manuel Chapa	03/30/2012 10:37 AM
Auditor's Office		

Form Started By: Letty Saenz Started On: 03/29/2012 03:02 PM

STATE OF TEXAS)
COUNTY OF BROOKS)

INTERGOVERNMENTAL AGREEMENT BETWEEN LCS CORRECTIONS SERVICES
AND
HIDALGO COUNTY, TEXAS
REGARDING THE HOUSING OF PRISONERS IN THE BROOKS COUNTY
DETENTION CENTER

WHEREAS Brooks County Texas(hereinafter referred to as Brooks) and HIDALGO County , Texas (hereinafter referred to as HIDALGO) seek to enter into an *Intergovernmental Agreement* to provide for the incarceration of HIDALGO prisoners in the Brooks County Detention Center.

NOW THEREFORE, on the dates indicated, Brooks and HIDALGO County, enter into the following agreement concerning the incarceration of prisoners of HIDALGO, and said agreement is set out in full hereafter.

1. Brooks hereby agrees to house prisoners for HIDALGO on a space available basis. The availability of space shall be determined by the Brooks Sheriff in accordance with current jail regulations as promulgated by the *Texas Commission on Jail Standards* concerning the separation and categories of prisoners.

2. HIDALGO shall pay Brooks a daily prisoner-housing fee of Forty –Five dollars ($45.00) per prisoner day. The day the prisoner is "booked in" will be counted and charged. The day the prisoner is "booked out" will not be counted or charged. Brooks will mail HIDALGO with a monthly, itemized invoice showing the actual number of HIDALGO prisoner days in that month and the daily HIDALGO prisoner count. HIDALGO will remit the full amount of the invoice within thirty (30) days of receipt thereof.

3. In addition to the daily prisoner housing fee set forth above, HIDALGO will pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any HIDALGO prisoners, housed by Brooks. Non-prescription medication will be provided at no cost to HIDALGO or its prisoners.

4. HIDALGO agrees to comply with all booking procedures of Brooks, a copy of which will be provided to HIDALGO.

5. HIDALGO agrees that Brooks will not house any injured prisoners unless HIDALGO has furnished an acceptable medical release signed by appropriate medical personnel, certifying that such prisoner may be incarcerated.

6. Brooks shall notify HIDALGO within ten (10) hours in the event that any HIDALGO prisoner is injured while incarcerated at Brooks and will provide HIDALGO with copies of all incident reports prepared relative to said injury.

7. The Brooks Sheriff reserves the right to refuse or return any HIDALGO inmate if he determines it to be in Brooks' best interest. HIDALGO shall promptly arrange to take custody of any such prisoner is so requested by Brooks.

8. Brooks shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of Brooks' performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by Brooks, and including the transfer of prisoners to and from Brooks unless transported by HIDALGO.

9. This agreement shall commence as of the date of execution and shall continue for a term of one (1) year unless terminated as set forth herein. Thereafter, and unless terminated as provided, or otherwise renegotiated, the agreement will automatically renew for additional one (1) year terms. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the County Judge of that party, at least sixty (60) days in advance of the date on which the current term will terminate.

10. All agreements between the parties are set out in this Agreement and no other agreements not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED AND WITNESSED on March 12, 2012.

BROOKS COUNTY, TEXAS

By: Raul M. Ramirez
RAUL RAMIREZ, COUNTY JUDGE

REY RODRIGUEZ, SHERIFF

Pepe Garza
PEPE GARZA, COUNTY CLERK

HIDALGO COUNTY, TEXAS

By:_____
RAMON GARCIA, COUNTY JUDGE

_____
LUPE TREVINO, SHERIFF

_____
ARTURO GUAJARDO, JR., COUNTY CLERK

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 30, 2012 2:41 PM
To: 'Leticia Saenz'
Subject: FW: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement

---

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, March 30, 2012 8:58 AM
To: 'Martha Salazar'
Subject: RE: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement

Yes.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 30, 2012 8:30 AM
To: 'Steve Crain'
Subject: RE: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement
Importance: High

Just to be clear, you approve as to the form presented by Brooks County? Need this for agenda supporting documentation.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, March 30, 2012 7:47 AM
To: 'Martha Salazar'
Subject: RE: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement

This is the same agreement which I reviewed before.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, March 29, 2012 4:15 PM
To: 'Stephen L. Crain'
Cc: 'Leticia Saenz'
Subject: FW: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement
Importance: High

Mr. Crain:
Please review and comment as to form. Thanks!
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, March 29, 2012 3:51 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: FW: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement
Importance: High

Ms. Marty-

Here you go….This will be what I place on the next CC for approval.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 23, 2012 2:40 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement
Importance: High

Mr. Crain:
Just an FYI about your recommendation to add a termination clause. If you will go to article 9, I believe this takes care of your recommendation. If not, let us know. We do need your approval as to form.
Thanks,
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, March 23, 2012 2:21 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: FW: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement

Ms. Marty-

Review #9—Where it states that agreement will renew on an annual basis for one(1)year and may be terminated by either party given a sixty (60) day notice via certified mail.

Please ask Mr. Crain if this is ok to proceed with.

Thanks.

Letty Saenz,CPPB/Contracts Manager
Hidalgo County Purchasing Department

From: Juan Tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Friday, March 23, 2012 1:50 PM
To: 'Leticia Saenz'
Cc: 'Anacleto Martinez'; 'Daniel.Garcia@hidalgoso.org'; Rene.Gonzalez@hidalgoso.org; 'Martha Salazar'; 'Darlene Betancourt'; virginia.rodriguez@hidalgoso.org
Subject: RE: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement

Lety,
Pursuant to our telephone conversation, please advise our Legal Dept. that we are following an existing Agreement Document, we assume that termination clause is determinate as it reads on item No. 9.
Please advise your legal standpoint recommendations as to include a termination clause timeline.
Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, March 22, 2012 10:09 AM
To: 'Juan Tapia'; Anacleto.Martinez@hidalgoso.org; daniel.garcia@hidalgoso.org; virginia.rodriguez@hidalgoso.org
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: FW: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement
Importance: High

Mr. Tapia-
Intergovernmental Agreement has been reviewed by legal and approves, however this agreement does not have a "termination clause". Please add a termination clause to this agreement in order for us to proceed with final approval of Commissioner's Court.
Please advise.

Thanks.

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 21, 2012 6:07 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: RE: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement
Importance: High

Letty:
Advise Mr. Tapia about adding a termination clause.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, March 21, 2012 5:06 PM
To: 'Martha Salazar'
Subject: RE: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement

Marty: It works but note that the agreement does not have a termination clause.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 21, 2012 12:45 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, March 21, 2012 9:35 AM
To: 'Martha Salazar'
Subject: FW: Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement

Ms. Marty-

FYI-Mr. Tapia has forward this **Intergovernmental Agreement with Brooks County** for: **Incarceration of Inmates**. Please forward to legal for their review and approval, so, as to proceed with placing through court for final approval.

Please advise.

Thanks.

Letty Saenz, CPPB/ Contracts Manager
Hidalgo County Purchasing Department

From: Juan Tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Tuesday, March 20, 2012 12:58 PM
To: 'Leticia Saenz'; 'Darlene Betancourt'
Cc: 'Anacleto Martinez'; 'Daniel.Garcia@hidalgoso.org'; Rene.Gonzalez@hidalgoso.org; virginia.rodriguez@hidalgoso.org
Subject: FW:Houseing Inmates LCS/ Brooks/Hidalgo Intergovernmental Agreement

Lety,
Attached you will find Intergovernmental Agreement sent by Brooks County already signed by Their authorities. Please review and route through our legal department previous CC for approval in order to continue with the existing agreement for housing out inmates with Brooks County. Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office

-----Original Message-----
From: Daniel Garcia [mailto:daniel.garcia@hidalgoso.org]
Sent: Monday, March 19, 2012 4:16 PM
To: juan.tapia@hidalgoso.org
Subject: FW: Brooks/Hidalgo agreement

AI-31546 **18. A. 4.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of a rebate from The Home Depot Business in the amount of $1,114.12-Check #00430730 dated 3/07/2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

GEN FUND-MISCELLANEOUS REVENUE

Check No.- 00430730
Check Amount- 1,114.12
Receipt No. 154205

Attachments

receipt

copy of check

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2012 10:15 AM
Budget & Management	Merlen P. Munoz	03/22/2012 10:43 AM
Rosalinda Cantu	Rosie Cantu	03/22/2012 12:49 PM
Auditor's Office	Arcilia Duran	03/23/2012 09:13 AM

Form Started By: Nielda Cavazos Started On: 03/20/2012 12:22 PM

Final Approval Date: 03/23/2012

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Received From: PURCHASING THE HOME DEPOT

Receipt No: 154205

Date 03/14/12

00430730 01/01-12/31/11 INCENTIVE REBATE PROG. 2-1100-360-00-000-000-0-000 1,114.12

Check Total	1,114.12	**Total:**	**1,114.12**
Cash Total	.00		
Credit Total	.00		
Other Total	.00		

Enclosed is your rebate payout for your participation in Home Depot's incentive program for US Communities. Program participants have earned a rebate of 1.55% of net sales from 01/01/2011 through 12/31/2011. Rebate amounts under $100 are paid with a Home Depot Gift Card with a value rounded up to the nearest $25 increment.

Your total net sales and rebate during the tracking period were:

Net Sales	Participant Rebate
72,002.94	1114.12

We used the credit card accounts(s) registered for your company to track and accrue your Program Rebate amounts. Please review for accuracy. To view your profile, simply visit https://cpr.homedepot.com/CPR/login.aspx and update your registered account(s) and contact information to ensure you receive your rebates in the future. First time visitors will need to email a request for username and password to: NatlAccts_Operations@homedepot.com for initial entry to the site. If you have questions our customer service team can be reached at 1-866-333-3551.

We thank you for your participation in the program.

Thank you,

The Home Depot Pro Business Team

PAID TO: COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG, TX 78539

Check #: 00430730
Check Amount: $1114.12
Check Date: 03/07/2012

8137-CK-CUTSHEET

THIS DOCUMENT CONTAINS PROTECTION AGAINST ALTERATIONS. ABSENCE OF THESE FEATURES INDICATES A COPY.
A COLORED BACKGROUND ON FACE OF DOCUMENT AND A MICROPRINT SIGNATURE LINE. AN ARTIFICIAL WATERMARK APPEARS ON THE BACK. HOLD AT AN ANGLE TO VIEW.

P.O. Box 469
Coppell, TX 75019

PAYABLE THRU
FIRST NATIONAL BANK OF OMAHA
OMAHA NE 68102
FIRST NATIONAL BANK & TRUST CO
COLUMBUS NE 68601
Acct # 09106073
76-1411/1049

00430730

DATE: 03/07/2012

VOID 90 DAYS AFTER ISSUE DATE

PAY: One Thousand One Hundred Fourteen Dollars and 12/100

$1114.12

Not Valid for more than $1114.12

518063366

>02370 7422280 001 092137

TO THE ORDER OF:
COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG, TX 78539

Authorized Signature

⑆104911151⑆ 091060730043⑈0730

AI-31557 **18. B. 1.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request by Precinct #1 for Supplemental No. 1 to Work Authorization No. 1 submitted by L&G Engineering-Contract #C-07-451-12-26 for an increase of $90K for-FM 493 for Mile 10 to Mile 14 and/or SH 107 (whichever applicable) due to new guidelines-TXDOT and the Federal Highway Administration-Work Authorization No. 1-Exhibit B--Services To Be Provided by Engineer-Scope of Work and Exhibit C-Work Schedule and Exhibit D-Fee Schedule need to be revised with this supplemental request and thus allowing the cost to increase from the original work authorization amount of $1,598,950.00 to $1,688,950.00.

BACKGROUND

Supplemental Document previously approved by legal pursuant to his review as to form of contract document back on December 26, 2007-see agenda item #7110.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1336-431-00-121-049-0-841

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

BUDGETARY IMPACT:

P.O. # 596375 for L&G Consulting Engineers
Amount available as of 03-26-12 $226,497.50
Interdepartmental transfer in the amount of $90,000.00 pending approval of AI#31616, cc 04/03/12 to cover Supplemental #1 to WA #1.

Attachments

email
MAP
WA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/23/2012 09:55 AM
Budget & Management	Merlen P. Munoz	03/23/2012 10:08 AM
Auditor's Office	Angela Garcia	03/26/2012 07:24 AM
Purchasing Department	Marty Salazar	03/30/2012 03:07 PM

Form Started By: Vangie Garcia Started On: 03/21/2012 07:44 AM

Final Approval Date: 03/30/2012

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1
TO WORK AUTHORIZATION NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-07-451-12-26

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the **HIDALGO COUNTY,** hereinafter called the **"Owner"**, and **L&G Engineering,** professional engineers of Mercedes, Texas, hereinafter called the **"Engineer"**.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 26th day of December, 2007 concerning professional engineering services for the **"FM 493 from Mile 10 to SH 107 (for Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying Bridge and Roadway Design)** project for **Hidalgo County Precinct No. 1** hereinafter referred to as the ("Project"); and,

WHEREAS, Work Authorization No. 1, Section Part 1 of the Agreement, Scope of Work, establishes the scope of work is for the Engineer to Provide Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying and Roadway Design for the reconstruction of FM 493 from Mile 10 to Mile 14; and,

WHEREAS, it has become necessary to amend *"Exhibit B – Services to be Provided by Engineer"* of Work Authorization No. 1, Part 1 of the Agreement, Scope of Work, in order to revise and update the Environmental Assessment as per new guidelines of the Texas Department of Transportation and the Federal Highway Administration; and,

WHEREAS, it has become necessary to amend *"Exhibit C – Work Schedule"* of Work Authorization No. 1, Part 5 of the Agreement, Period of Service, in order to revise and update the Environmental Assessment; and,

WHEREAS, it has become necessary to amend *"Exhibit D – Fee Schedule"* of Work Authorization No. 1, Part 2 of the Agreement, Estimated Cost, to increase the original Work Authorization amount of **$1,598,950.00** to **$1,688,950.00;** therefore the **amount of Supplemental No. 1 is $90,000.00.**

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

I. Sections of the **Agreement**, EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER, EXHIBIT "C" – WORK SCHEDULE and EXHIBIT "D" – FEE SCHEDULE, are revised to reflect the above listed modifications of this Supplemental.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services executed as of the ___day of _____, 2012.

THE ENGINEER:
L&G Engineering

BY:_____
Jacinto Garza, P.E., President

Atlas & Hall, LLP.

_____
Steven L. Crain

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTACHMENTS:
Exhibit A – Services to be provided by County - OMITTED
Exhibit B – Services to be provided by the Engineer
Exhibit C – Revised Work Schedule
Exhibit D – Revised Fee Schedule

REVISED EXHIBIT "B"

Services to be provided by the Engineer
SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 1

PROJECT LIMITS:

- **FM 493: From Mile 10 North to Mile 14**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Work Authorization shall consist of providing Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, Bridge and Roadway Design. The Engineer will prepare bid packages as identified in each Work Authorization for Plans, Specifications, and Estimates (PS&E) for the reconstruction of FM 493 From Mile 10 to Mile 14 in Segments, from an existing 40' rural roadway to a 5-lane curb & gutter roadway with a continuous left turn lane including all associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer under Work Authorization No. 1 shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.**

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the State".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- ***FC110 ~ Design Schematic Development***
- ***FC120 ~Social, Economic, and Environmental Studies, and Public Involvement***
- ***FC130 ~ Existing Right-of-Way Determination***
- ***FC150 ~ Design Surveys***
- ***FC160 ~ Roadway Design***
- ***FC161 ~ Hydrologic/Hydraulic Study***
- ***FC162 ~ Signing, Pav't Marking, Signals***
- ***FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc***
- ***FC164 ~ Contract Management***

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting/hearing is not proposed for this project; however, a workshop/meeting with the City of Elsa is proposed and the Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the workshop/meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- This Scope does not include technical assistance for either a Public Meeting and/or Public Hearing.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an Environmental Assessment document to obtain a Categorical Exclusion clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project. The Engineer will assist the District in providing technical support for one workshop/meeting. No other public involvement activities will be done under this scope.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct the Historical Resources Survey and report. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one workshop/meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in less than 30 days after obtaining a preliminary schematic and/or receipt of data needed.

Supplemental No. 1 to Work Authorization No. 1 Exhibit B Revision:

Task IV. Revisions to Environmental Document as per New Guidelines:

- **Overall update of the Environmental document as per the TxDOT 2011 Standard of Uniformity**
- **Conduct Noise Analysis as per the new TxDOT and FHWA 2011 guidelines**
- **Revise Air Quality Analysis as per the new TxDOT 2011 guidelines**
- **Update the Natural Diversity Database data and Threatened and Endangered Species data and revise the section as per 2011 TxDOT guidelines**
- **Update Census Data and Population demographics/characteristics for inclusion of the 2010 Census data**
- **Revise the Environmental Justice section to reflect the 2010 Census data**

- **Update to address the sidewalk and pedestrian accommodation policy as per the April 2011 TxDOT Memorandum and evaluate and provide guidance for the potential for design changes as needed.**
- **Update the MTP/TIP information**
- **Conduct new field investigation to ensure no new development has occurred**
- **Recalculate vegetation impacts**
- **Conduct new hazardous materials search as per 2011 TxDOT Guidelines**
- **Conduct Floodplain coordination with County Floodplain Coordinator as per 2011 TxDOT guidelines**
- **Update Indirect and Cumulative Impacts Section as per TxDOT September 2010 Guidelines.**
- **Update with new FONSI language**
- **All copies of the documents and revisions as per comments from TxDOT and FHWA**
- **Provide technical assistance for a public meeting which includes the Summary & Analysis**

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

(SERVICES TO BE PROVIDED BY SWCA)

SWCA, Inc. will conduct the historic resource investigations for inclusion in this report and/or submittal to the Texas Historical Commission (THC).

The following tasks will be performed by SWCA on behalf of L&G Engineering for a proposed 6-mile road improvement project of Farm-to-Market (FM) 493 from Mile 10 Road to SH 107 in Hidalgo County, Texas. SWCA will identify, document, and record extant buildings, structures, and objects constructed 50 years prior to the letting date of the construction project or earlier within the project's Area of Potential Effect (APE). SWCA will then evaluate all identified resources for National Register of Historic Places (NRHP) eligibility. The scope of services and associated cost estimate are based on the assumption that the APE/survey area will extend 150 feet beyond the proposed right-of-way boundaries. It is additionally assumed that up to 100 historic resources may be located within the survey area, based on a cursory examination of the Edcouch USGS 7.5' quadrangle maps, and the fact that the project area travels through the center of the town of Elsa (established in 1927). The client shall provide SWCA with details of the proposed project, including a description of the existing roadway and an outline of the proposed roadway construction. This outline will include road improvements and landscape alterations such as the development of curbs, drainage systems, sidewalks, and ditches. The proposed scope of services is a reconnaissance-level identification and evaluation of non-archaeological historic-age resources, which includes a literature review, reconnaissance survey, and summary reconnaissance report.

Literature Review and Research Design

SWCA will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes the examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. SWCA will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the Texas Historical Commission (THC) for a final determination of the APE and approval for the project to proceed.

Reconnaissance Survey

Following completion of the preliminary research tasks, a SWCA architectural historian will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historian will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

Summary Reconnaissance Report

SWCA will provide L&G Engineering, Inc. with four copies of a summary reconnaissance report that will include the following:

- A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.

- Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5" x 5" or 4" x 6" color prints. All photographs will be well-focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.

- An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.

- A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.

- Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

Draft copies of the report will be submitted to L&G Engineering for review and comment prior to submittal to ENV for their review. Once the draft has been reviewed, any appropriate edits will be made and a final report will be submitted to L&G Engineering and ENV.

FC 130 ~ PRELIMINARY ROW DETERMINATION

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

FM 493 FROM MILE 10 TO MILE 14

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-feet stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground**. This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.
   a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
   b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
   c. Monumentation set or found will be shown and described as to material and size.
   d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
   e. Intersecting streets will be shown and identified by name and right-of-way width.
   f. Railroads will be shown and identified by name and right-of-way width.
   g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
   h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

FM 493 FROM MILE 10 TO MILE 14

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 between Mile 10 and SH 107. The Basis for the H &V Control shall be the control previously established on FM 493 south of Mile 10.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.

2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.

6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.

7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. **The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.**
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tieing in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical. control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN (SERVICES TO BE PROVIDED BY L&G)

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE (SERVICES TO BE PROVIDED BY L&G)

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLUTION PREVENTION PLAN (SW3P)
(SERVICES TO BE PROVIDED BY L&G)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN
(SERVICES TO BE PROVIDED BY ETSI)

PROJECT LIMITS:
FM 493: From Mile 10 North to MILE 14

GENERAL SCOPE OF WORK:

Project Understanding

Ergonomic Transportation Solutions, Inc. (ETSI) will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 at the following intersections:

FM 493 at Mile 10 1/2 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

TASK 1 – General Notes for Traffic Signal installation

ETSI will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

ETSI will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

ETSI will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

ETSI will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

ETSI will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

ETSI with assistance from L&G Engineering will contact the local power company for electrical service requirements at each of the above interceptions.

ETSI will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, ETSI will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

ETSI will prepare a list of standard sheets for the 60%, 90% and 100% submittals. ETSI will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

ETSI will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. ETSI will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

ETSI will prepare tables, depicting the electrical schedule for each signalized intersection. The

electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

ETSI will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

ETSI will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

ETSI will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

ADDITIONAL SERVICES

Additional services not covered in the above scope will be negotiated separately. In addition to the above intersections, ETSI will conduct field investigations at the intersection of FM 493 and Mile 10. From available photographs, it appears that no signal work will be necessary at this intersection. However, if during field investigations, it is determined that signal modifications are necessary, the effort required to prepare the signal modification plans will be negotiated separately.

It is also possible that temporary traffic signal plans may be necessary at the intersection of FM 493 with MILE 14, to control traffic during construction. The right of way at this intersection is limited and handling traffic during contraction may require interim traffic signals. After development of the traffic control plans, ETSI will investigate the need for temporary traffic signals and the effort required to prepare temporary signal plans will be negotiated separately.

FC 162 - SIGNAL DESIGN

(SERVICES TO BE PROVIDED BY L&G)

L&G shall furnish ETSI hard copies and electronic versions of the existing topographic data as well as the proposed geometric design with all related reference files.

L&G will be responsible for contacting all utility companies present at the above intersections and furnish such information to ETSI. ETSI will assist L&G in identifying and resolving utility conflicts as required by L&G.

L&G shall also provide coordination and communication for the progress of the signal design work among all parties involved.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS
(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and signal pole locations. L&G will coordinate signal pole placement with cross walks and wheel chair ramps. L&GI will prepare pavement marking details for the following cross streets:

FM 493 at Mile 10 ½ - Pavement markings for transition to existing roadway.
FM 493 at Mile 11 - Pavement markings for transition to existing roadway.
FM 493 at Mile 11 ½ - Pavement markings for transition to existing roadway.
FM 493 at Mile 12 - Pavement markings for transition to existing roadway.
FM 493 at Mile 12 ½ - Pavement markings for transition to existing roadway.
FM 493 at Mile 13 - Pavement markings for transition to existing roadway.
FM 493 at Mile 13 ½ - Pavement markings for transition to existing roadway.
FM 493 at Mile 14 - Pavement markings for transition to existing roadway.

TASK 2 – Estimate and Quantities

L&G will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS
(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

Existing signs to remain in place
Existing signs to be removed

Proposed new signs
Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

(SERVICES TO BE PROVIDED BY L&G)

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the District Office or at L&G's office)

A. Determine the ownership of the existing utilities on the subject project.

B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.

C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the City, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.

1. A reproducible drawing 8-1\2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

2. Drawing will include the following:

   a) Existing and/or proposed R.O.W lines.
   b) Existing and/or proposed roadways.
   c) Proposed drainage structure
   d) Existing underground utility in plan and profile.
   e) Owner of utility.
   f) Benchmark

3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.

4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:

   a) Highway station number.
   b) Name of utility company and type of facility.
   c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.

4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.

5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 164 – CONTRACT MANAGEMENT

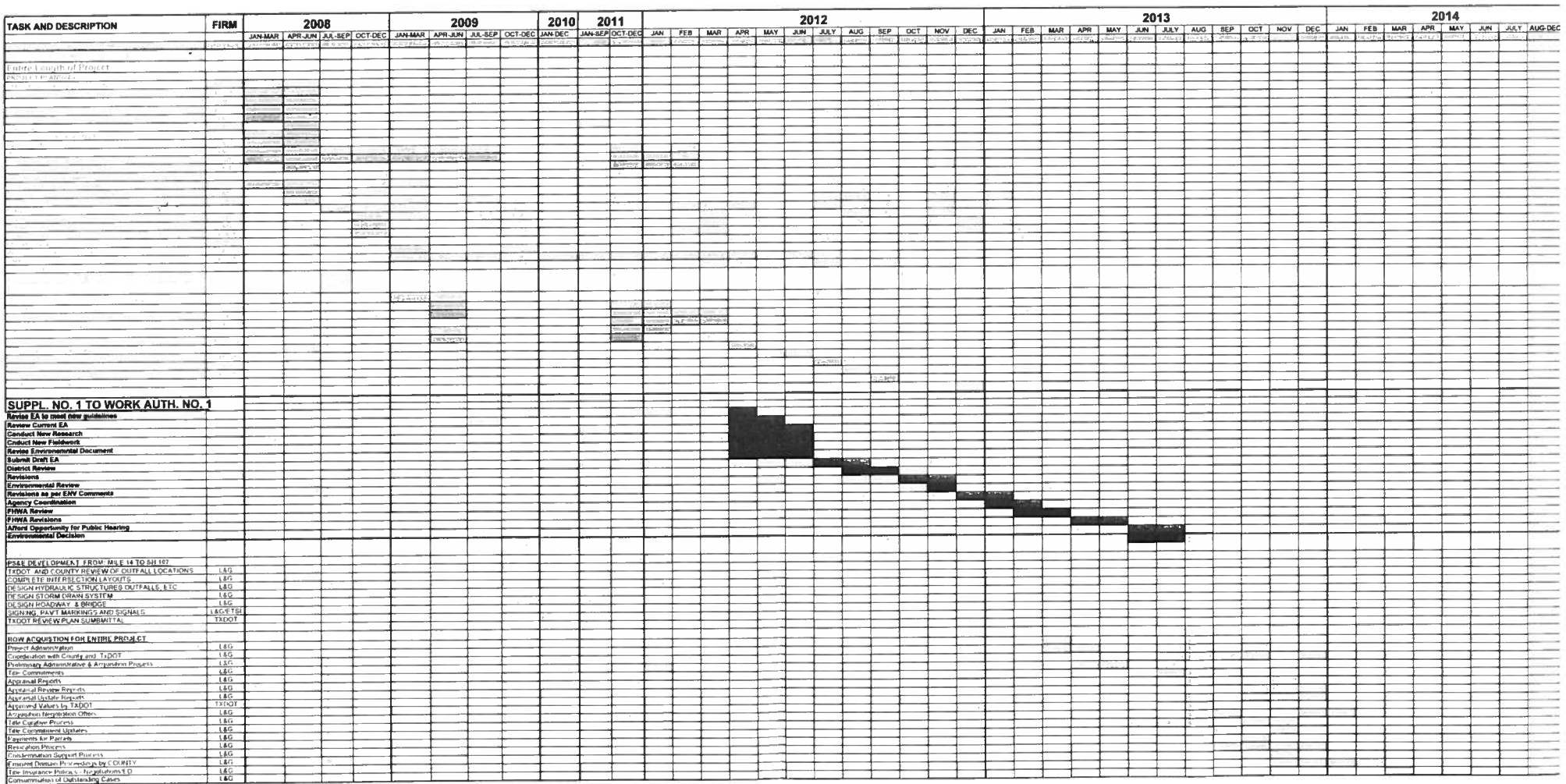
(SERVICES TO BE PROVIDED BY L&G)

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

Client Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493 NORTH
FROM MILE 10 TO SH 107



11:27 AM/7/2012

EXHIBIT "D"
FEE SCHEDULE

PROPOSED BUDGET

L&G Engineering proposes the costs presented below for the FM 493 North Project:

FC 120	Revise Environmental Site Assessment	$70,000.00
FC 160	Project Management	$20,000.00
	TOTAL	**$90,000.00**

Client#: 11734 LGLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
L & G Consulting Engineers, Inc. 2100 W Expressway 83 Mercedes, TX 78570	INSURER A : Landmark American Insurance Com	33138
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C : Hartford Casualty Ins Co	29424
	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	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2011	07/19/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	TSF00010203000	07/23/2011	07/23/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Purchasing Dept/Marth L Salazar, CPPB 2812 S Business Hwy 281 Edinburg, TX 78539	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

© 1988-2010 ACORD CORPORATION. All rights reserved.

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, March 21, 2012 7:54 AM
To: 'Erika Zamora'; 'Evangelina Garcia'
Subject: FW: Emailing: L & G Suppl WA#1 to WA#1 C-07-451-12-26
Attachments: L & G Suppl WA#1 to WA#1 C-07-451-12-26.pdf

After discussing with Joy at Auditor's office she suggested reviewing some open po's that needed to be looked at or cancelled that were under the 1336 account. I have made some adjustments and I am requesting the following
transfer:

>From 2-1336-431-00-121-041-0-731 to 2-1336-431-00-121-049-0-841
>$90,000.00
This will accommodate the supplemental work auth #1 to work auth #1 that Purchasing Dept (Vangie) is coordinating to be placed on the agenda for approval. Thanks for your assistance.

-----Original Message-----
From: Noe Montez [mailto:noe.montez@co.hidalgo.tx.us]
Sent: Thursday, March 15, 2012 3:48 PM
To: 'Erika Zamora'
Subject: FW: Emailing: L & G Suppl WA#1 to WA#1 C-07-451-12-26

As information....trying to get Joy at Auditor's to create new account for this.

-----Original Message-----
From: Noe Montez [mailto:noe.montez@co.hidalgo.tx.us]
Sent: Thursday, March 15, 2012 3:47 PM
To: 'Evangelina Garcia'
Subject: FW: Emailing: L & G Suppl WA#1 to WA#1 C-07-451-12-26

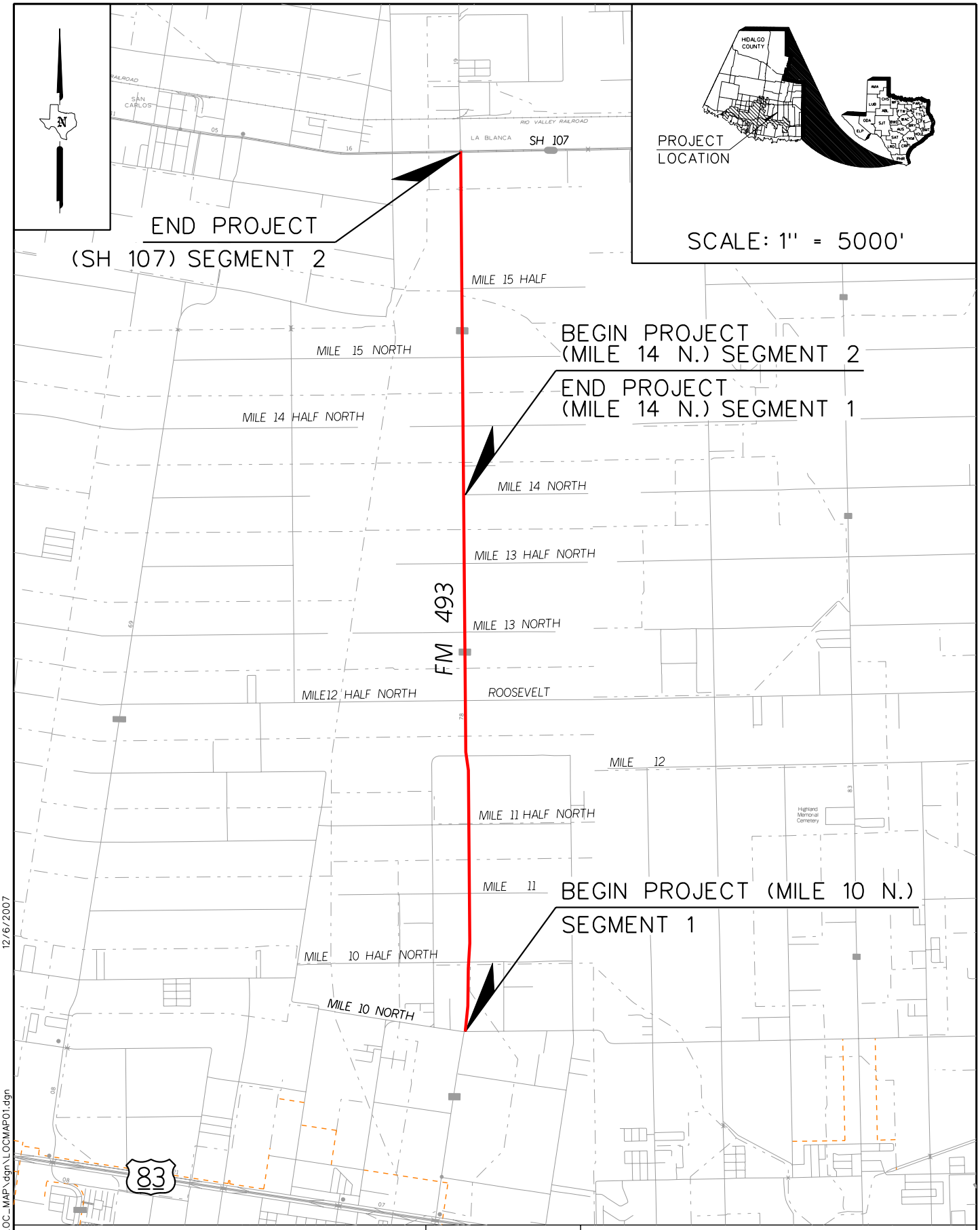
For your records...i am trying to get an account created for the above reference supplemental agreement for L & G Consulting Engineers, which is the one that I sent to you.

-----Original Message-----
From: Noe Montez [mailto:noe.montez@co.hidalgo.tx.us]
Sent: Thursday, March 15, 2012 3:45 PM
To: 'joy.hsu@auditor.co.hidalgo.tx.us'
Subject: Emailing: L & G Suppl WA#1 to WA#1 C-07-451-12-26

I have been presented with Supplmental Work Auth #1 to Work Auth #1 against above referenced contract that was approved back in 2007 and is currently being worked on by L & G Consulting Engineers under
(2-1336-431-00-121-049-0-841) PO #596375. I have forwarded it to purchasing for placement on next available CC meeting.
My inquiry is that I need to have an account created under 2-1342-431-00-121-XXX-X-XXX so that the Budget office can process a transfer of $90,000 from acct 2-1342-431-00-121-041-0-731....can you create a new account for us to facilitate this transfer.

Please advise..

Thanks



12/6/2007

DATA\mando\FM493\PRJ_LOC_MAP\dgn\LOCMAP01.dgn

FM 493
PROJECT LOCATION MAP

APPROX. LENGTH = 6.5 MILES

THE COUNTY OF HIDALGO TEXAS

L&G Engineering

Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-451-12-26
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design for the reconstruction of FM 493 from Mile 10 to Mile 14.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$1,598,950.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **7-1336-431-00-121-049-0-841**
Requisition Number **123580** **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner Sylvia S. Handy, as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY PRECINCT NO. 1

BY: _____
Sylvia S. Handy, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2007.

THE ENGINEER:

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" -	Service to be Provided by the Owner
EXHIBIT "B" -	Services to be Provided by the Engineer
EXHIBIT "C" -	Work Schedule
EXHIBIT "D" -	Cost Proposal

EXHIBIT "A"

SERVICES TO BE
PROVIDED BY OWNER

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

(1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

(3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.

(4) Provide any available relevant data the OWNER may have on file concerning the project.

(5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.

(7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Services to be provided by the Engineer

PROJECT LIMITS:

- **FM 493: From Mile 10 North to Mile 14**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Work Authorization shall consist of providing Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, Bridge and Roadway Design. The Engineer will prepare bid packages as identified in each Work Authorization for Plans, Specifications, and Estimates (PS&E) for the reconstruction of FM 493 From Mile 10 to Mile 14 in Segments, from an existing 40' rural roadway to a 5-lane curb & gutter roadway with a continuous left turn lane including all associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer under Work Authorization No. 1 shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.**

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the State".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- ***FC110 ~ Design Schematic Development***
- ***FC120 ~Social, Economic, and Environmental Studies, and Public Involvement***
- ***FC130 ~ Existing Right-of-Way Determination***
- ***FC150 ~ Design Surveys***
- ***FC160 ~ Roadway Design***
- ***FC161 ~ Hydrologic/Hydraulic Study***
- ***FC162 ~ Signing, Pav't Marking, Signals***
- ***FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc***
- ***FC164 ~ Contract Management***

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting/hearing is not proposed for this project; however, a workshop/meeting with the City of Elsa is proposed and the Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the workshop/meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- This Scope does not include technical assistance for either a Public Meeting and/or Public Hearing.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an Environmental Assessment document to obtain a Categorical Exclusion clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project. The Engineer will assist the District in providing technical support for one workshop/meeting. No other public involvement activities will be done under this scope.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct the Historical Resources Survey and report. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one workshop/meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in less than 30 days after obtaining a preliminary schematic and/or receipt of data needed.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

(SERVICES TO BE PROVIDED BY SWCA)

SWCA, Inc. will conduct the historic resource investigations for inclusion in this report and/or submittal to the Texas Historical Commission (THC).

The following tasks will be performed by SWCA on behalf of L&G Engineering for a proposed 6-mile road improvement project of Farm-to-Market (FM) 493 from Mile 10 Road to SH 107 in Hidalgo County, Texas. SWCA will identify, document, and record extant buildings, structures, and objects constructed 50 years prior to the letting date of the construction project or earlier within the project's Area of Potential Effect (APE). SWCA will then evaluate all identified resources for National Register of Historic Places (NRHP) eligibility. The scope of services and associated cost estimate are based on the assumption that the APE/survey area will extend 150 feet beyond the proposed right-of-way boundaries. It is additionally assumed that up to 100

historic resources may be located within the survey area, based on a cursory examination of the Edcouch USGS 7.5' quadrangle maps, and the fact that the project area travels through the center of the town of Elsa (established in 1927). The client shall provide SWCA with details of the proposed project, including a description of the existing roadway and an outline of the proposed roadway construction. This outline will include road improvements and landscape alterations such as the development of curbs, drainage systems, sidewalks, and ditches. The proposed scope of services is a reconnaissance-level identification and evaluation of non-archaeological historic-age resources, which includes a literature review, reconnaissance survey, and summary reconnaissance report.

Literature Review and Research Design

SWCA will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes the examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. SWCA will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the Texas Historical Commission (THC) for a final determination of the APE and approval for the project to proceed.

Reconnaissance Survey

Following completion of the preliminary research tasks, a SWCA architectural historian will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historian will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

Summary Reconnaissance Report

SWCA will provide L&G Engineering, Inc. with four copies of a summary reconnaissance report that will include the following:

- A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.

- Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5" x 5" or 4" x 6" color prints. All photographs will be well-focused and clearly depict architectural and other

details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.

- An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.

- A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.

- Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

Draft copies of the report will be submitted to L&G Engineering for review and comment prior to submittal to ENV for their review. Once the draft has been reviewed, any appropriate edits will be made and a final report will be submitted to L&G Engineering and ENV.

FC 130 ~ PRELIMINARY ROW DETERMINATION

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

FM 493 FROM MILE 10 TO MILE 14

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-feet stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground**. This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.
   - **a.** This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
   - b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
   - c. Monumentation set or found will be shown and described as to material and size.
   - d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
   - e. Intersecting streets will be shown and identified by name and right-of-way width.
   - f. Railroads will be shown and identified by name and right-of-way width.
   - g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
   - h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

(SERVICES TO BE PROVIDED BY RODS SURVEYING)

FM 493 FROM MILE 10 TO MILE 14

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 between Mile 10 and SH 107. The Basis for the H &V Control shall be the control previously established on FM 493 south of Mile 10.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.

2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.

6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.

7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. **The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.**
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tieing in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical. control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN (SERVICES TO BE PROVIDED BY L&G)

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE (SERVICES TO BE PROVIDED BY L&G)

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLUTION PREVENTION PLAN (SW3P)
(SERVICES TO BE PROVIDED BY L&G)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN
(SERVICES TO BE PROVIDED BY ETSI)

PROJECT LIMITS:
FM 493: From Mile 10 North to MILE 14

GENERAL SCOPE OF WORK:

Project Understanding

Ergonomic Transportation Solutions, Inc. (ETSI) will produce a complete set of Plans,

Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 at the following intersections:

FM 493 at Mile 10 1/2 – Existing signal will require major modifications, such as pole relocation and rewiring, new loop detector placement and controller relocation.

TASK 1 – General Notes for Traffic Signal installation

ETSI will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

ETSI will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

ETSI will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

ETSI will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

ETSI will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

ETSI with assistance from L&G Engineering will contact the local power company for electrical service requirements at each of the above interceptions.

ETSI will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, ETSI will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

ETSI will prepare a list of standard sheets for the 60%, 90% and 100% submittals. ETSI will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

ETSI will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. ETSI will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

ETSI will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

ETSI will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

ETSI will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

ETSI will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

ADDITIONAL SERVICES

Additional services not covered in the above scope will be negotiated separately. In addition to the above intersections, ETSI will conduct field investigations at the intersection of FM 493 and Mile 10. From available photographs, it appears that no signal work will be necessary at this intersection. However, if during field investigations, it is determined that signal modifications are necessary, the effort required to prepare the signal modification plans will be negotiated separately.

It is also possible that temporary traffic signal plans may be necessary at the intersection of FM 493 with MILE 14, to control traffic during construction. The right of way at this intersection is limited and handling traffic during contraction may require interim traffic signals. After development of the traffic control plans, ETSI will investigate the need for temporary traffic signals and the effort required to prepare temporary signal plans will be negotiated separately.

FC 162 - SIGNAL DESIGN

(SERVICES TO BE PROVIDED BY L&G)

L&G shall furnish ETSI hard copies and electronic versions of the existing topographic data as well as the proposed geometric design with all related reference files.

L&G will be responsible for contacting all utility companies present at the above intersections and furnish such information to ETSI. ETSI will assist L&G in identifying and resolving utility conflicts as required by L&G.

L&G shall also provide coordination and communication for the progress of the signal design work among all parties involved.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS

(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and signal pole locations. L&G will coordinate signal pole placement with cross walks and wheel chair ramps. L&GI will prepare pavement marking details for the following cross streets:

FM 493 at Mile 10 ½ - Pavement markings for transition to existing roadway.
FM 493 at Mile 11 - Pavement markings for transition to existing roadway.
FM 493 at Mile 11 ½ - Pavement markings for transition to existing roadway.
FM 493 at Mile 12 - Pavement markings for transition to existing roadway.
FM 493 at Mile 12 ½ - Pavement markings for transition to existing roadway.
FM 493 at Mile 13 - Pavement markings for transition to existing roadway.
FM 493 at Mile 13 ½ - Pavement markings for transition to existing roadway.
FM 493 at Mile 14 - Pavement markings for transition to existing roadway.

TASK 2 – Estimate and Quantities

L&G will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS

(SERVICES TO BE PROVIDED BY L&G)

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the

plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

Existing signs to remain in place
Existing signs to be removed
Proposed new signs
Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

(SERVICES TO BE PROVIDED BY L&G)

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review

Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

(SERVICES TO BE PROVIDED BY L&G)

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the District Office or at L&G's office)

A. Determine the ownership of the existing utilities on the subject project.

B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.

C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the City, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.

1. A reproducible drawing 8-1\2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

2. Drawing will include the following:

   a) Existing and/or proposed R.O.W lines.
   b) Existing and/or proposed roadways.
   c) Proposed drainage structure
   d) Existing underground utility in plan and profile.
   e) Owner of utility.
   f) Benchmark

3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.

4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:

   a) Highway station number.
   b) Name of utility company and type of facility.
   c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.

4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.

5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 164 – CONTRACT MANAGEMENT

(SERVICES TO BE PROVIDED BY L&G)

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

EXHIBIT "C"
WORK SCHEDULE

Client: Hidalgo County
WA #1

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM MILE 10 TO MILE 14

TASK AND DESCRIPTION	FIRM	2007-2008													2009												
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
WORK AUTHORIZATION NO. 1																											
Entire Length of Project																											
PROJECT PLANNING																											
Obtain Right of Entry (SURVEYING)	RODS																										
Update Planimetric and DTM files	RODS																										
DESIGN SURVEYS	RODS																										
EXISTING RIGHT-OF-WAY LAYOUT	RODS																										
□ meetings - w/ Hidalgo County Drainage District No. 1	L&G																										
□ meetings w/ City of Donna	L&G																										
□ meetings - w/ Precinct No.1	L&G																										
Hydrologic Map	L&G																										
Utility Coordination	L&G																										
Coordination with TXDOT AND COUNTY	L&G																										
Coordination with 2 Irrigation Districts	L&G																										
Schematic & Environmental Document Development																											
Develop Schematic with outfalls	L&G																										
Meet w/TxDOT and revise schematic as per comments	L&G																										
TXDOT and COUNTY approves Schematic	TXDOT																										
Draft Environmental Document, Field Visits, etc	L&G																										
Submit Draft EA	L&G																										
District Review/Revisions	TXDOT																										
ENV Review/Revisions	TXDOT																										
Revisions as per ENV comments	L&G																										
Agency Coordination	TXDOT																										
Categorical Exclusion Clearance	TXDOT																										
PS&E DEVELOPMENT FROM: MILE 10 TO MILE 14																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																										
COMPLETE INTERSECTION LAYOUTS	L&G																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																										
DESIGN STORM DRAIN SYSTEM	L&G																										
DESIGN ROADWAY	L&G																										
SIGNING, PAV'T MARKINGS AND SIGNALS	L&G/ETSI																										
TXDOT REVIEW PLAN SUMBMITTAL AND LET PROJECT	TXDOT																										
TXDOT COMPLETES ROW MAP																											

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

3:07 PM12/6/2007

EXHIBIT "D"
FEE SCHEDULE

EXHIBIT "D" FEE SCHEDULE

ENGINEER[illegible] BUDGET ESTIMATE AND FEE FOR FM 493 NOR[illegible] PROJECT

ROADWAY PROJECT ENTIRE LENGTH.....	FM 493: Mile 10 to SH 107
LIMITS: Segment 1	Mile 10 North to Mile 14
LIMITS: Segment 2	Mile 14 North to SH 107
EXISTING ROADWAY SECTION:	40' - Rural
EXISTING ROW WIDTH:	variable 80' - Rural
PROPOSED ROADWAY SECTION:	64'-84' F-F max Urban + aux
PROPOSED ROW WIDTH:	120' max
ESTIMATED CONSTRUCTION COST for Segment 1...(3.5 Mil/mi).....	$14,000,000.00
EST CONSTRUCTION COST for Segment 2 plus Bridge...(3.5 Mil/mi plus 500K).....	$9,250,000.00
ESTIMATED TOTAL CONSTRUCTION COST for Segment 1 & 2.....	$23,250,000.00
LENGTH:	6.5 Miles

ESTIMATED PROJECT COSTS	*STATE*	*LOCAL*
TOTAL ROADWAY CONSTRUCTION COST	$23,250,000.00	$ -
WORK AUTHORIZATION NO. 1		
PHASE IA - PLANNING & DESIGN FOR SEGMENT 1&2		
Schematic		$ 292,950.00
L&G Survey Work		$ 25,000.00
H&V Control		$ 18,000.00
Establish Existing ROW		$ 73,500.00
Design Surveys including outfalls		$ 83,500.00
Environmental Assessment & PI Support and Hist and Archeological		$ 90,000.00
PHASE IB - DESIGN FOR SEGMENT 1		
PS&E Development		$ 980,000.00
Construction Management		$ 36,000.00
WORK AUTHORIZATION NO. 2		
PHASE IC - DESIGN FOR SEGMENT 2		
PS&E Development		$ 647,500.00
Bridge Design		$ -
Bridge Scour Report for TxDOT		$ 15,000.00
Bridge Layout for TxDOT		$ 25,000.00
Construction Management		$ 36,000.00
NEW CONTRACT OR COUNTY COMPLETES WORK		
PHASE II - ESTIMATED RIGHT OF WAY COSTS FOR SEGMENT 1 & 2		
ROW Mapping & Field Surveying (based on 130 parcels)	$ 286,000.00	
Compensible Utilities	$ 500,000.00	$ -
Roadway Right-of-Way Costs - 576000 sqft @ $4.00 average/sq ft	$ 934,187.00	$ -
Roadway Right-of-Way Costs - Acq.Services @ (est. 130 Parcels @ $10,000/Parcel Avg.)		$ 1,300,000.00
PHASE III - CONSTRUCTION FOR SEGMENT 1 & 2		
TxDOT Construction Inspection	$ 2,557,500.00	
SUB-TOTAL WORK AUTHORIZATION NO. 1		**$ 1,598,950.00**
SUB-TOTAL WORK AUTHORIZATION NO. 2		**$ 723,500.00**
ESTIMATED SUB-TOTAL PHASE II	**$1,720,187.00**	**$ 1,300,000.00**
ESTIMATED PHASE III plus Const. Cost	**$25,807,500.00**	
TOTAL PROJECT COST		**$ 31,150,137.00**

L&G Engineering Proposed Engineering Fee for Work Authorization No. 1 (% is for info purposes)

SPECIAL SERVICES					
L&G	Surveys	**0.108%** of Total Const. Cost	$ 25,000.00		
RODS	Surveys	**0.753%** of Total Const. Cost	$ 175,000.00		
L&G	TXDOT Schematic	**1.260%** of Total Const. Cost	$ 292,950.00		
L&G	Environ Assessment & Public Involment	**0.387%** of Total Const. Cost	$ 90,000.00		
L&G	Construction Management with TXDOT	**0.257%** of Const. Cost for Segment 1	$ 36,000.00		
SUB-TOTAL				$	618,950.00
BASIC SERVICES					
L&G	PS&E Engineering Fee	**7.000%** of Const. Cost for Segment 1	$ 980,000.00		
SUB-TOTAL				$	980,000.00
Proposed maximum amount payable under the Work Authorization				***$***	***1,598,950.00***

AI-31492 **18. C. 1.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute an "On Call" professional engineering services contract with Millenium Engineers Group for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on CC 2/14/12 C-12-068-04-03

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-006-0-731

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

BUDGETARY IMPACT:

Attachments

Contract

Best and Final Offer Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/28/2012 04:07 PM
Budget & Management	Merlen P. Munoz	03/29/2012 07:04 AM
Roland Garcia	Rolando Garcia	03/29/2012 09:15 AM
Purchasing Department	Marty Salazar	03/28/2012 04:07 PM
Budget & Management	Merlen P. Munoz	03/29/2012 07:04 AM
Roland Garcia	Rolando Garcia	03/29/2012 09:15 AM
Auditor's Office		
Form Started By: Rocio Villarreal		Started On: 03/14/2012 03:41 PM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-12-068-04-03

THIS AGREEMENT is made effective the 3rd day of April, 2012 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Millennium Engineers Group, Inc.** a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 2 Projects;" **(ON AN AS NEEDED3 BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization at the rates shown in Exhibit C unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

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

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

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

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	Millennium Engineers Group, Inc. Attn: Mr. Raul Palma, P.E. President 705 Dawson Drive Edinburg, Texas 78540

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

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

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

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

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

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

Millennium Engineers Group, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"
RFQ NO: 2012-003-01-18-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. **All forms must be properly completed and submitted your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) 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

December 27, 2011
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and 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, ***RFQ–2012-003-01-18-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION 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 IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents

are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. **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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) ***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***

e) 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
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18 , 2012**
Award of Contract:	2012
Commence Work or Deliver Products:	2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	**12/30/11 and 01/02/12**
Martin Luther King Day	**01/16/12**
President's Day	**02/20/12**
Good Friday	**04/06/12**
Easter	**04/09/12**
Memorial Day	**05/28/12**
Independence Day	**07/04/12**
Labor Day	**09/03/12**
Columbus Day	**10/08/12**
Veteran's Day	**11/12/12**
Thanks Giving Day	**11/22/12 and 11/23/12**
Christmas Day	**12/24/12 and 12/25/12**

17. ~~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 and 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 respondents 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 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **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 respondent 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 RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent 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.

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent 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 respondent'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 or services provided by successful respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

29. The successful respondent 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.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2012-003-01-18-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories may (Refer to Exhibit "C") add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing

d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT -"A"

SCHEDULE OF SERVICES and RELATED FEE'S

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 8, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ _____ / Hour
02	Surveying and Sampling Soils for Highways	$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____ / Hour
04	HMA Level 1-A Certified Technician	$ _____ / Hour
05	HMA Level 1-B Certified Technician	$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____ / Hour
07	ACI Certified Field Grade II Technician	$ _____ / Hour
08	Geotechnical Engineer, P.E.	$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	$ _____ / Hour
11	Logger (In Conjunction with Engineer)	$ _____ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ _____ / Foot
17	Borings in Soft Rock	$ _____ / Foot
18	Rock Coring	$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	$ _____ / Foot
20	Grout/ Bentonite Backfill	$ _____ / Foot
21	Dozer/ Clearing Cost	Cost +____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +____%
24	All Other Outside Expenses	Cost +____%

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

NO.	DESCRIPTION	UNIT COST
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + ____%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$_____Ea

DRAFT

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$_____Ea

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

EVALUATION CRITERIA & EVALUATION FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	_____
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	_____
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	_____
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	_____
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	_____
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

5. 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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of Insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	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 EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AUTO ONLY AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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 award of project 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 award of project by the Hidalgo County Commissioners=Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

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

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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:

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"

RFQ NO: 2012-003-01-18-SMA

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.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time (per hour)	$41.00
Atterberg Limits (each test)	60.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	11.00
Percent Passing No. 200 Sieve (each test)	42.00
Moisture Density Relationship	
Standard Proctor (each test)	172.00
Modified Proctor (each test)	182.00
TxDOT Proctor (each test)	182.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test)	22.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	182.00
Determination of Optimum Lime Content	
PI Method – (each test)	270.00
Tex 121-E - (each test)	270.00
PH Method - (each test)	270.00
Additional Points (each point)	73.00
California Bearing Ratio (each test)	590.00
Additional Specimens (each specimen)	145.00
Small Moisture Content of Aggregates and Base (each test)	8.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	64.00
pH (each test)	69.00
Resistivity of Soils (each test)	84.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	420.00

Bituminous Section

Material Preparation Time (per hour)	$44.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	11.00
Sand Equivalent (each test)	55.00
Extraction & Gradation, Percent Asphalt (each test)	225.00
Asphalt Cores (each core)	60.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity of Mixtures (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	73.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	75.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	42.00

Concrete Section

Material Preparation Time (per hour)	$44.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	18.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	20.00
Volumetric (each test)	33.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	10.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	30.00
Strip & Hold Beam (each beam)	10.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	72.00
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time (per hour)	$44.00
Grout Prism (each prism)	23.00
Mortar Prism (each prism)	23.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	340.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.60
Standby Time, Rig plus 2 man crew (per hour)	195.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	48.00
Field Coordination	
Field Engineer (per hour)	105.00
Utility Clearance (per hour)	65.00
Flagman (per hour)	41.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	40.00
Moisture Content (each test)	9.00
Grout Backfill (per foot)	4.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

Technician Services

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$41.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	44.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	44.00
Senior Engineering Technician (per hour)	47.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	47.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	65.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	80.00

Other Services

Vehicle Trip Charge (per trip) (within 25 miles of office).....	$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.60
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	48.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	40.00
Fax (per page).....	1.00
Photocopies	
8 ½" x 11" (per page).....	0.12
8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Microcomputers (per hour).....	5.00

Professional Services

Principal Engineer (per hour).....	$125.00
Project Engineer (per hour).....	105.00
Staff Engineer (per hour).....	90.00
Graduate Engineer (per hour).....	80.00

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	
Project Management (per hour).....	$67.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Millennium Engineer Group, Inc.., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(DATE)___ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Millennium Engineer Group, Inc.

_____
By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Sergio Rodriguez
- 932 W NOLANA RD STE A
- Pharr, Tx 78577
- 956-782-5566

Issue Date (MM/DD/YY) 02/28/12

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 shown below.

St. 19 Dist. 42 Agent 323

Companies Providing Coverage:

Company Letter **A** Truck Insurance Exchange
Company Letter **B** Farmers Insurance Exchange
Company Letter **C** Mid-Century Insurance Company
Company Letter **D** CNA

Insured
Name & Address
- Millennium Engineers Group, Inc.
- 705 Dawson Dr
- Edinburg, Tx 78539

Coverages

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.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
D		**General Liability** Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	B 2066374566	11/22/11	11/22/12	General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ 2,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000 $ 100,000 $ 10,000
		Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ $ $ $ $
		Umbrella Liability				Limit	$
D		**Workers' Compensation and Employers' Liability**	72-WEC GY 880	10/16/11	10/16/12	**Statutory** Each Accident Disease - Each Employee Disease - Policy Limit	$ 100,000 $ 100,000 $ 100,000

Description of Operations/Vehicles/Restrictions/Special items:

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AUTO

Certificate Holder
Name & Address
- Hidalgo County
- 2812 s business 281
- Edinburg, Tx 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Sergio Rodriguez
Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/27/2012

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 STATE FARM INSURANCE ROBERT R ELIZALDE 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: MIRZA SANCHEZ PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: MIRZA@ROBERTELIZALDE.COM
INSURED MILLENIUM ENGINEERS GROUP, INC PO BOX 4569 EDINBURG, TX 78540	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY			159 6511	06/09/2011	06/09/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ 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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) 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
2812 S BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2012

PRODUCER (201)262-1200 FAX: (201)262-7810
Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

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
Millennium Engineers Group, Inc.
705 Dawson Drive
PO Box 4569
Edinburg TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443-
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	MCH28 836 48 72 FULL PRIOR ACTS	12/12/2011	12/12/2012	Per Claim Limit	$1,000,000
						Aggregate Limit	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Esler/JEAN

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: MILLENIUM ENGINEERS GROUP

ADDRESS OF NAMED INSURED: PO BOX 4569

POLICY NUMBER	159 6511	159 65114	159 6511	159 6511
EFFECTIVE DATE OF POLICY	06/09/11-06/09/12	06/09/11-06/09/12	06/09/11-06/09/12	06/09/11-06/09/12
DESCRIPTION OF VEHICLE (Including VIN)	2008 FORD RANGER PICK 1FTYR10D58PA62353	2010 FORD RANGER PICKUP 1FTKR1AD0APA22160	2008 FORD RANGER PICKUP 1FTYR10D48PA62344	2008 FORD RANGER PICKUP 1FTYR10D38PA92175
LIABILITY COVERAGE	☒ YES ☐ NO	☒ YES ☐ NO	☒ YES ☐ NO	☒ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person				
Each Accident				
b. Property Damage Each Accident				
c. Bodily Injury & Property Damage Single Limit Each Accident	1,000,000	1,000,000	1,000,000	1,000,000
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☒ YES ☐ NO $ 500 Deductible	☒ YES ☐ NO $ 500 Deductible	☒ YES ☐ NO $ 500 Deductible	☒ YES ☐ NO $ 500 Deductible
b. Collision	☒ YES ☐ NO $ 500 Deductible	☒ YES ☐ NO $ 500 Deductible	☒ YES ☐ NO $ 500 Deductible	☒ YES ☐ NO $ 500 Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO	☐ YES ☒ NO

Signature of Authorized Representative | Title | 53-8493 Agent's Code Number | 03/26/2012 Date

Name and Address of Certificate Holder

LOSS PAYEE

HIDALGO COUNTY
2812 S BUSINESS 281
EDINBURG, TX 78539

Name and Address of Agent

ROBERT ELIZALDE
5107 S MCCOLL RD
EDINBURG, TX 78539

INTERNAL STATE FARM USE ONLY:
- ☐ Request permanent Certificate of Insurance for liability coverage.
- ☐ Request Certificate Holder to be added as an Additional Insured.

122429.3 Rev. 07-26-2005

March 16, 2012

Ms. Rocio Villarreal
Contracts Manager
Hidalgo County – Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78540

Subject: Professional Service Agreement for Construction Material Testing for Hidalgo County Precinct No. 2 Projects (on an as needed basis)
Contract C-12-068-00-00

Dear Ms. Villarreal:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this letter in response to an Hidalgo County Purchasing Department Memorandum issued on March 15, 2012. We understand that our firm has been selected to provide Construction Material Testing for Hidalgo County Precinct No. 2 Projects (on an as needed basis).

Per your memorandum transmittal request, MEG has reviewed the fee schedule that was previously sent to the Hidalgo County Purchasing Department on February 29, 2012 via email. MEG would like to note that the fee schedule previously sent to the Hidalgo County Purchasing Department is the identical fee schedule that was authorized last year for Professional Services Agreement C-11-042-01-25. However, in an effort to partner with Hidalgo County and to negotiate a contract that will be beneficial to both parties, MEG has made some modifications to the fee schedule where able to do so. The rising cost of supplies, fuel, utilities, and employee benefits does not allow MEG to make further reductions than those that have been included in the updated fee schedule.

We are grateful for the opportunity to continue providing our services to Hidalgo County and look forward to a continued relationship. Please feel free to contact me if you have any questions or if there is anything that I can help you with.

Sincerely,

MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No.: F-3913

Raul Palma, P.E.
President

AI-31707 **18. D. 1.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Marty Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Recommendation by project architect, ERO International, dba, ERO Architects, to reject all Competitive Sealed Proposals (CSP) received for Hidalgo County Precinct No. 4 "Design and Construction of a New Multipurpose Facility / Mechanical Shop" CSP No: 2012-056-02-29-MSS as all proposals were over budget;

b. Pursuant to AIA, B-101, 2007 Form of Agreement between Hidalgo County (Owner) and ERO International, dba, ERO Architects (Architect), Sections 6.6.4 & 6.7, proceed to revise project program, scopes or quality as required to reduce cost of the work without additional compensation approval for architect to modify the construction documents (and as further confirmed in correspondence from ERO attached herein) including authority to advertise the project; OR, and IF APPLICABLE,

c. Acceptance and approval of modified/revised plans and specifications submitted by architect, ERO International, dba,
ERO Architects for the project known as: "Design and Construction of a New Multipurpose Facility/Mechanical Shop"

BACKGROUND

Proposed procurement schedule:

Event:	Date
Court Approval to re-advertise and approval of Modified/Revised Plans.	04/03/12
1st Advertisement	04/07/12
2nd Advertisement	04/14/12
Pre-Proposal Conference to be held at the conference room of the Purchasing Department	04/17/12 @ 3:00 PM
CSP Due Date	**04/25/12 @ 3:00 PM**

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720

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

BUDGETARY IMPACT:

Program	Available bal. as of 3-30-12
075	$982,691.80
078	$ 79,799.25
079	$ 15,000.00

Attachments

Official Ltr by ERO-ReBid Project-Pct 4

AIA B101 2007-Sec 6.4.4 & 6.7-ERO-Pct 4

Bid Tab and Participation Log Prct 4 Multi Purpose Bldg

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/30/2012 10:14 AM
Budget & Management	Merlen P. Munoz	03/30/2012 10:52 AM
Manuel Chapa	Manuel Chapa	03/30/2012 01:55 PM
Auditor's Office	Angela Garcia	03/30/2012 03:41 PM
Purchasing Department	Marty Salazar	03/30/2012 03:50 PM

Form Started By: Moises Salazar Started On: 03/29/2012

Final Approval Date: 03/30/2012

ero architects

March 23, 2012

Mr. Joseph Palacios
Hidalgo County Commissioner, Precinct 4
1051 Doolittle Road
Edinburg, Texas 78539

Re: Hidalgo County Precinct 4 – Administration and Maintenance Building
ERO Project No. 11016

Dear Commissioner Palacios:

We regret that the administration and maintenance building project did not bid within the precinct's construction budget. Our commitment is to always approach facility design from a practical fiscal viewpoint. We strive to provide the county and precinct with esthetically pleasing, functional facilities that meet the space needs of staff and the community.

Due to all the construction bids that were submitted being over budget, ERO Architects recommends that the County rejects all construction bids and rebid the project. We believe that our recent design revisions will meet the needs of staff and should allow the construction bids to fall within the precinct's budget.

ERO Architects values our relationship and remains steadfast to provide Precinct 4 and Hidalgo County with quality design and construction administration service. We appreciate the continued opportunity to work with you and look forward to our ongoing relationship.

Warmest regards,

Eli R. Ochoa, P.E., A.I.A.
ERO Architects, CEO

300 S Main St
McAllen, TX 78501
t 956 661 0400
f 956 661 0401
eroarchitects.com

original copy has been mailed to your office.

Best regards,



John A. Milner III
Project Manager
300 South 8th Street
McAllen, Texas 78501
P: 956-661-0400 Ext. 115
F: 956-661-0401
C: 956-310-3869

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **20th** day of **September** in the year **2011**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

ERO International, L.L.P. d/b/a **ERO Architects**
300 S. 8th Street
McAllen, Texas 78501
Phone No.: 956.661.0400

for the following Project:
(Name, location and detailed description)

Design and Construction of a New Multi-Purpose Facility / Mechanical Shop for Hidalgo County Precinct No. 4

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:37:47 on 12/12/2011 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1194744129)

Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 INTENTIONALLY DELETED.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:37:47 on 12/12/2011 under Order No.5622676775_1 which expires on 03/10/2012, and is not for resale.
User Notes: (1194744129)

ero architects

TABULATION

Project: Hidalgo County Precinct No. 4 - Construction of a New Multi-Purpose Facility and Mechanical Shop
ERO project No.: 11016
District: County of Hidalgo
Proposal Date and Time: Wednesday, February 29, 2012 @ 3:00 PM

		CASTLE ENTERPRISES, LLC	COURIC ENTERPRISES, LLC (FOREMOST CONSTRUCTION)	DKIII HORNBACK ENTERPRISES, LTD.	DONALD D. FERGUSON, INC.	ENRIQUEZ ENTERPRISES, INC. (E-CON GROUP)	HIGHMARK CONSTRUCTION CO., INC.	JOURNEYMAN CONSTRUCTION	MATA G. CONSTRUCTION, INC.	TOPCON, INC.		
1	Total Base Proposal Amount	NO BID	$3,250,000.00	$3,300,000.00	$3,343,900.00	$3,150,000.00	NO BID	$3,470,000.00	NO BID	NO BID		
2	ALT. NO. 01: MAINTENANCE BUILDING PAINT FOR SHOP FLOOR		$5,000.00 - ADD	$4,935.00 - ADD	$15,660.00 - ADD	$2,950.00 - ADD $4,700.00 - ADD		$8,500.00 - ADD				
3	ALT. NO. 02: PARKING CANOPIES: DEDUCT CANOPIES AND RELATED ITEMS		$30,000.00 - DEDUCT	$13,977.00 - ADD	$10,500.00 - DEDUCT	$76,248.00 - DEDUCT		$25,000.00 - DEDUCT				
4	ALT. NO. 3: REFER TO CIVIL SPECIFICATIONS AT THE END OF PROJECT MANUAL		$285,438.00 - ADD	$30,000.00 - ADD	$217,877.00 - ADD	$157,401.34 - ADD		$60,000.00 - ADD				
5	ALT. NO. 4: EMERGENCY BACKUP GENERATOR: DEDUCT GENERATOR AND TRANSFER SWITCH		$15,000.00 - DEDUCT	$100,000.00 - NOT INDICATED	$88,000.00 - DEDUCT	$88,465.00 - DEDUCT		$82,000.00 - DEDUCT				
6	ALT NO. 5: STRUCTURAL STEEL BASE BID		$10,000.00 - ADD	NO BID	NO BID	NO BID		$9,200.00 - DEDUCT				
7	ALT. NO. 5: STRUCTURAL STEEL DEDUCT ALTERNATE BID ITEM		$10,000.00 - DEDUCT	NO BID	NO BID	NO BID		NO BID				
8	Addenda No. 1 & 2 Received		YES	YES	YES	YES		YES				
9	**Delivery Schedule- Number of Calendar Days**		270	199	38.46 WEEKS	37 WEEKS		30 WEEKS				
10	**BID BOND**		YES	YES	YES	YES		YES				

HIDALGO COUNTY PRECINCT NO. 4 - CONSTRUCTION OF A NEW MULTI-PURPOSE FACILITY AND MECHANICAL SHOP
Job Number: 11016

Refundable Deposit: $150.00
Bid Date: Wednesday, Febuary 29, 2012 @ 3:00 PM
Pre-Bid: Tuesday, Febuary 21, 2012 @ 3:00 PM
Hidalgo County Purchasing Department
Conference Room

REGISTER OF BID DOCUMENTS

Set	Addenda 1	2	3	4	5	6	Name	Prime or Sub	Recipient Address	
							County of Hidalgo	Owner	2812 S. Business Hwy. 281, Edinburg, TX 78539	9
USB							ERO Architects	Architect	300 S. 8th Street, McAllen, Texas 78501	9
5							Halff Associates	MEP	5000 W. Military, Ste 100, McAllen Texas 78503	9
3							Hinojosa Engineering	Civil	108 West 18th Street, Mission, TX 78572	9
CD							AGC	Plan Room	PO BOX 496, Harlingen, Tx 78551	9
CD							ABC PLAN ROOM	Plan Room	116 Jason Plaza, Victoria, TX 77901	3
CD							AGC-San Antonio	Plan Room	10806 Gulfdale, San Antonio, Tx 78216 Mary Lugo	2
CD							Dodge-Arizona	Plan Room	3315 Central Ave., Hot Springs AR 71913	8
CD							Builders Exchange of Texas	Plan Room	4047 Naco Perrin, Ste. 100, San Antonio,	2
CD							Reed Construction Data - DAN ARMSTRONG	Plan Room	30 Technology Parkway South, Ste. 500, Norcross, GA 30092	8
CD							CDC NEWS Construction Data Company - Maria Shelby	Plan Room	One Oakbrook Terrace Ste. 510, Oak Brook Terrace, IL 60181	8 x
USB							Specialty Builders & Design Felipe Guerrero	TDLR		9
1	X						AGC-Valley Wide	Plan Room	PO BOX 496, Harlingen, Tx 78551	9
2	X						AGC-Valley Wide	Plan Room	PO BOX 496, Harlingen, Tx 78551	9
4	X						AGC-Valley Wide			
6							DK III Hornback Enterprises, Ltd.	GC	702 W. Expressway 83, Ste. 116 Weslaco, TX 78596	9
7							Highmark Construction Co., LLC	GC	2016 S. 45th Street, McAllen, TX 78503	9
8							Enriquez Enterprises, Inc.	GC	3025 S. Sugar Rd., Edinburg, TX 78539	9
9							Enriquez Enterprises, Inc.	GC	3025 S. Sugar Rd., Edinburg, TX 78539	9
10							Metro Electric, Inc.	Sub	1901 Industrial Dr., McAllen, TX 78504	9

Set	Addenda 1	2	3	4	5	6	Name		Address	Phone
11							Castle Enterprises, LLC	GC	2210 Marro Road, Monte Alto, TX 78538	956-800-4144
12							Garcia Paint	Sub	600 W. Esperanza Ave., McAllen, TX 78501	956.331.4147
13							Topcon, Inc.	GC	8901 N. 23rd St., McAllen, TX 78504	956.631.6742
~~14~~							~~Colair, Inc.~~	~~Sub~~	~~1221 E. Expressway 83, Mission, TX 78572~~	~~956.581.5212~~
14							Mata G. Construction, Inc.	GC	3601 Tom Gill Road, Penitas, TX 78576	956.458.9910
15							Keopke, Inc.	Sub	11113 N. Glasscock Rd., Mission, TX 78573	956.585.7634
16							Prodigy Construction Management	Construction Manager	3528 Buddy Owens Blvd., McAllen, TX 78502	956.800.1122
17							Prodigy Construction Management	Construction Manager	3528 Buddy Owens Blvd., McAllen, TX 78502	956.800.1122
18							Prodigy Construction Management	Construction Manager	3528 Buddy Owens Blvd., McAllen, TX 78502	956.800.1122
19							Prodigy Construction Management	Construction Manager	3528 Buddy Owens Blvd., McAllen, TX 78502	956.800.1122
20							Prodigy Construction Management	Construction Manager	3528 Buddy Owens Blvd., McAllen, TX 78502	956.800.1122
21							Couric Enterprises, LLC	GC	26986 Bass Blvd., Harlingen, TX 78553	956.241.0694
22							Donald D. Ferguson, Inc.	GC	P.O. Box 3105, Brownsville, TX 78523	956.831.9347
23							Donald D. Ferguson, Inc.	GC	P.O. Box 3105, Brownsville, TX 78523	956.831.9347
~~24~~							~~Celso Gonzalez Construction, Inc.~~	~~GC~~	~~614 N. Conway Ave., Mission, TX 78572~~	~~956.585.3948~~
24										
25							Journeyman Construction	GC	7701 N. Lamar, Suite 100, Austin, TX 78752	956.631.8555
26							Journeyman Construction	GC	7701 N. Lamar, Suite 100, Austin, TX 78752	956.631.8555
27							Rio Grande Steel, Ltd.	Sub	U.S. 281 & Owassa, McAllen, TX 78502	956.702.4434
28							Humberto De Los Santos	Sub	2501 HibiscusAve., Apt. 30, McAllen, TX 78501	956.325.2836
28										
29							Valley Welding Service	Sub	1313 N. Moorefield Rd., Mission, TX 78572	956.585.1043
30										
31										
32										
33										
34							ERO Architects	Architect	300 S. 8th Street, McAllen, TX 78501	956.661.0400
35							ERO Architects	Architect	300 S. 8th Street, McAllen, TX 78501	956.661.0400

AI-31706 **18. D. 2.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (Construction Materials Testing) service;

b. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing Services for on call services for Pct. 4 projects:

Firm	L & G Engieering	MEG Engineers	Raba-Kistner Consultants
Evaluator 1	98	96	97
RANKING			

c. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing Services) contract with the No. 1 ranked firm of _____ for the provision of on call Construction Material Testing services for Precinct #4 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 3-30-12 $75,401.81

Attachments

pct4 cmt on call grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/29/2012 03:30 PM
Budget & Management	Merlen P. Munoz	03/29/2012 03:59 PM
Manuel Chapa	Manuel Chapa	03/30/2012 07:56 AM
Auditor's Office	Angela Garcia	03/30/2012 08:19 AM
Yvette Islas	Yvette Islas	03/30/2012 08:31 AM
Manuel Chapa	Manuel Chapa	03/30/2012 09:03 AM

Form Started By: Yvette Islas Started On: 03/29/2012 09:15 AM

Final Approval Date: 03/30/2012

HIDALGO COUNTY PCT #4

for

(On Call)

Construction Material Testing

Scoring & Evaluation

GRID

Firm	L & G Engineering	MEG Engineers	Raba-Kistner Consultants
Evaluator 1	98	96	97
RANKING			

*Scoring & Evaluation was completed by Pct No. 4

AI-31675 **18. E. 1.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) professional (engineering) service;

b. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services :

Firm	Dos Logistics	Quintanilla Headley & Associates	Guzman & Munoz Engineering
Evaluator 1	98	95	94
RANKING			

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for the provision of professional engineering services for the BCAP Projects Rankin & Engleman Estates BCAP Precinct #4 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-124-260-0-334

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

BUDGETARY IMPACT:

Available balance as of 3-29-12 $19,096.80

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-124-603-0-334

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

BUDGETARY IMPACT:

Available balance as of 3-29-12 $57,546.93

Attachments

grid pct4 adtl prjcts

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/29/2012 07:55 AM
Budget & Management	Merlen P. Munoz	03/29/2012 08:46 AM

Manuel Chapa	Manuel Chapa	03/29/2012 12:51 PM
Purchasing Department	Marty Salazar	03/29/2012 07:55 AM
Budget & Management	Merlen P. Munoz	03/29/2012 08:46 AM
Manuel Chapa	Manuel Chapa	03/29/2012 12:51 PM
Auditor's Office		

Form Started By: Yvette Islas Started On: 03/28/2012 12:53 PM

HIDALGO COUNTY PCT #4

for

Engineering Services

BCAP

Round 3 Projects (Additional Colonias)

Rankin & Engleman Estates

Scoring & Evaluation

GRID

Firm	DOS Logistics	Quintanilla Headley & Associates	Guzman & Munoz
Evaluator 1	98	95	94
RANKING			

*Scoring & Evaluation was completed by Pct No. 4

AI-31591 **18. F. 1.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Request for Payment-Application No. 1 in the amount of $183,346.20 from D. Wilson Construction Co. awarded contractor for the, "Construction of the Sheriff's Office Substation in the Pct 1 Area", and as certified for payment by project architect, Gignac & Associates; C-11-032-01-20

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-13XX-423-00-280-036-0-7XX

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

BUDGETARY IMPACT:

PO# 670920 available balance as of 3-23-12 $3,390,000.00 for D. Wilson Construction Co.

Available by Object Code:
2-1336-423-00-280-036-0-720 $2,313,692.91
2-1342-423-00-280-036-0-720 $ 531,835.09
2-1342-423-00-280-036-0-739 $ 544,472.00

Attachments

Payment Application No. 1

BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/23/2012 10:25 AM
Budget & Management	Merlen P. Munoz	03/23/2012 10:31 AM
Auditor's Office	Angela Garcia	03/26/2012 07:24 AM

Form Started By: Rocio Villarreal Started On: 03/21/2012 03:23 PM

Final Approval Date: 03/26/2012

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 12-523

TO OWNER: Hidalgo County Sheriff's Department
Attn.: Juan Tapia, Procurement Specialist
711 El Cibolo Road
Edinburg TX 78540

PROJECT: New Sherrif's substation

APPLICATION NO.: One
PERIOD TO: 2/29/2012
Contract No:
Job Order No.:
CONTRACT DATE: 1/24/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

CONTRACT FOR: General Construction

VIA: Gignac & Associates
Attn: Juan Mujica, PM
222 East Van Buren, Suite 102
Harlingen, TX 78550

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$ 3,390,000.00
2. Net Change by Change Orders		—
3. CONTRACT SUM TO DATE (Line 1 + 2)		3,390,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on)		192,996.00
5. RETAINAGE:		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 8,345.00	
b. 5% of Stored Material (Column F on Continuation Sheet)	1,304.80	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		9,649.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		183,346.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		**$ 183,346.20**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 3,206,653.80	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ —	$ —
Total approved this Month	—	—
TOTALS	—	—
NET CHANGES by Change Order		$ —

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: March 1, 2012

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 1st day of March, 2012

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public Norma Irene Espinoza
My Commission expires 06/08/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 183,346.20

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: 3.6.12

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Prodigy C.M.

12-523	One	Total Billed this period	192,996.00
		Retainage this period	(9,649.80)
		Net billing this period	183,346.20

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 12-523

TO OWNER: Hidalgo County Sheriff's Department
Attn.: Juan Tapia, Procurement Specialist
711 El Cibolo Road
Edinburg TX 78540

PROJECT: New Sherrif's substation

APPLICATION NO.: One
PERIOD TO: 2/29/2012
Contract No: C11-032-12-20
Job Order No.:
CONTRACT DATE: 1/24/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

VIA: Gignac & Associates
Attn: Juan Mujica, PM
222 East Van Buren, Suite 102
Harlingen, TX 78550

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$ 3,390,000.00
2. Net Change by Change Orders		—
3. CONTRACT SUM TO DATE (Line 1 + 2)		3,390,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on)		192,996.00
5. RETAINAGE:		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 8,345.00	
b. 5% of Stored Material (Column F on Continuation Sheet)	1,304.80	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		9,649.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		183,346.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		—
8. CURRENT PAYMENT DUE		$ 183,346.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 3,206,653.80	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ —	$ —
Total approved this Month	—	—
TOTALS	—	—
NET CHANGES by Change Order		$ —

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: March 1, 2012

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 1st day of March, 2012

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public Norma Irene Espinoza
My Commission expires 06/08/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 183,346.20

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 3.6.12

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

P.O. #: 670920
Invoice Received By: Cindy on: 3-5-12
Good/Services Received By:

12-523 One Total Billed this period 192,996.00
Retainage this period (9,649.80)
Net billing this period 183,346.20

Prodigy C.M.

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
01-010	General Conditions	164,700.00	—	10,000	—	10,000.00	6%	154,700.00	500.00
01-011	Mobilization	10,000.00	—	10,000.00	—	10,000.00	100%	—	500.00
01-870	Bond	37,300.00	—	37,300.00	—	37,300.00	100%	—	1,865.00
01-871	Builder's Risk Policy	5,000.00	—	5,000.00	—	5,000.00	100%	—	250.00
01-874	Liability insurance	18,050.00	—	18,050.00	—	18,050.00	100%	—	902.50
02-000	**Site Work**								
02-101	Site clearing & stripping	16,326.00	—	16,326	—	16,326.00	100%	—	816.30
02-102	Excavation & backfill, labor	7,000.00	—	7,000	—	7,000.00	100%	—	350.00
02-103	Excavation & backfill, material	7,000.00	—	7,000	—	7,000.00	100%	—	350.00
02-104	Embankment, labor	7,000.00	—	—	—	—		7,000.00	
02-105	Embankment, material	674.00	—	—	—	—		674.00	
02-106	Select material, material	6,000.00	—	6,000	—	6,000.00	100%	—	300.00
02-107	Earthwork, labor	8,000.00	—	8,000	—	8,000.00	100%	—	400.00
02-280	Termite Control	1,426.00	—	—	—	—		1,426.00	
02-530	Splashblocks	775.00	—	—	—	—		775.00	
03-000	**Concrete**								
03-070	Concrete Material	64,598.00	—	—	—	—		64,598.00	
03-100	Concrete Labor	42,350.00	—	—	—	—		42,350.00	
03-100	Concrete Labor, form work	2,000.00	—	—	—	—		2,000.00	
03-110	Concrete Pump	5,776.00	—	—	—	—		5,776.00	
03-200	Rebar	66,000.00	—	—	26,096	26,096.00	40%	39,904.00	1,304.80
03-250	Concrete Accessories (Poly, Brick, Curing)	5,000.00	—	—	—	—		5,000.00	
	Masonry								
04-101	Masonry, mobilization	7,488.00	—	—	—	—		7,488.00	
04-102	Masonry, CMU, labor	51,622.00	—	—	—	—		51,622.00	
04-103	Masonry, CMU, material	65,239.00	—	—	—	—		65,239.00	
04-104	Exterior veneer, labor	16,044.00	—	—	—	—		16,044.00	
04-105	Exterior veneer, material	17,437.00	—	—	—	—		17,437.00	
04-106	Sculpt stone Capstone Custom Medallion	12,450.00	—	—	—	—		12,450.00	
04-107	Plaster	3,640.00	—	—	—	—		3,640.00	
04-108	Damproofing & ridgid board insulation, labor	7,469.00	—	—	—	—		7,469.00	
04-109	Damproofing & ridgid board insulation, materia	13,119.00	—	—	—	—		13,119.00	

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
	Roofing								
07-500	Modified Bitumen Membrane Roofing, labor	57,211.00	—	—	—	—		57,211.00	
07-500	Modified Bitumen Membrane Roofing, mat.	142,418.00	—	—	—	—		142,418.00	
07-500	Sheet metal installation	2,724.00	—	—	—	—		2,724.00	
07-500	Sheet metal shop fabrication	5,647.00	—	—	—	—		5,647.00	
07-720	Security Series Roof Hatch	2,800.00	—	—	—	—		2,800.00	
	Doors and Windows								
08-100	Hollow Metal Frames	6,500.00	—	—	—	—		6,500.00	
08-100	Hollow Metal Doors	5,500.00	—	—	—	—		5,500.00	
08-101	Frame/Door/Hdware Labor	6,520.00	—	—	—	—		6,520.00	
08-200	Flush Wood Doors	11,000.00	—	—	—	—		11,000.00	
08-700	Finish Hardware	25,000.00	—	—	—	—		25,000.00	
	Detention doors								
08-322	Detention Doors and Frames	100,000.00	—	—	—	—		100,000.00	
	Overhead doors								
08-360	Overhead Coiling Doors, labor	1,500.00	—	—	—	—		1,500.00	
08-360	Overhead Coiling Doors, material	9,500.00	—	—	—	—		9,500.00	
08-625	Solatubes	2,882.00	—	—	—	—		2,882.00	
	Glass & glazing								
08-800	Aluminum Framed Storefronts, labor	12,190.00	—	—	—	—		12,190.00	
08-800	Aluminum Framed Storefronts, materials	35,462.00	—	—	—	—		35,462.00	
08-800	Glass & glazing, labor	9,974.00	—	—	—	—		9,974.00	
08-800	Glass & glazing, materials	31,029.00	—	—	—	—		31,029.00	
08-800	Bullet resistant barriers, labor	28,000.00	—	—	—	—		28,000.00	
08-800	Bullet resistant barriers, materials	51,345.00	—	—	—	—		51,345.00	
09-000	**Finishes**								
09-100	**Drywall, ceiling and insulation**								
09-101	Metal Stud (Material)	14,565.00	—	—	—	—		14,565.00	
09-102	Metal Stud (Labor)	12,187.00	—	—	—	—		12,187.00	
09-103	Rigid Board Insulation (Material)	8,366.00	—	—	—	—		8,366.00	
09-104	Ragad Board Insulation (Labor)	2,071.00	—	—	—	—		2,071.00	
09-105	Sheathing(Material)	3,062.00	—	—	—	—		3,062.00	
09-106	Sheathing (labor)	1,987.00	—	—	—	—		1,987.00	

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
10-437	Signage	4,144.00	—	—	—	—		4,144.00	
10-438	Signage Labor	1,050.00	—	—	—	—		1,050.00	
10-500	Metal Lockers, labor	2,500.00	—	—	—	—		2,500.00	
10-500	Metal Lockers, material	10,000.00	—	—	—	—		10,000.00	
10-520	Fire extinguishers	679.00	—	—	—	—		679.00	
10-520	Fire extinguishers, labor	250.00	—	—	—	—		250.00	
10-600	Toilet Compartments	2,700.00	—	—	—	—		2,700.00	
10-600	Toilet Compartments Labor	470.00	—	—	—	—		470.00	
10-800	Toilet and Bath Accessories	2,400.00	—	—	—	—		2,400.00	
10-800	Toilet and Bath Accessories Labor	1,350.00	—	—	—	—		1,350.00	
10-812	Detention Toilet Accessories	1,315.00	—	—	—	—		1,315.00	
10-812	Detention Toilet Accessories Labor	450.00	—	—	—	—		450.00	
15-000	**MEP**								
15-100	**Plumbing**								
15-101	Plumbing Mobilization	2,500.00	—	—	—	—		2,500.00	
15-102	Plumbing Fixtures & Equipment, Material	36,000.00	—	—	—	—		36,000.00	
15-103	Plumbing Fixtures & Equipment, Labor	15,000.00	—	—	—	—		15,000.00	
15-104	Plumbing Drains And Carriers, Material	2,000.00	—	—	—	—		2,000.00	
15-105	Plumbing Drains And Carriers, Labor	1,000.00	—	—	—	—		1,000.00	
15-106	Plumbing Sanitary Underground, Material	5,000.00	—	—	—	—		5,000.00	
15-107	Plumbing Sanitary Underground, Labor	6,000.00	—	—	—	—		6,000.00	
15-108	Plumbing Sanitary Top Out, Material	1,750.00	—	—	—	—		1,750.00	
15-109	Plumbing Sanitary Top Out, Labor	750.00	—	—	—	—		750.00	
15-110	Plumbing Roof Drain Underground, Material	2,000.00	—	—	—	—		2,000.00	
15-111	Plumbing Roof Drain Top Out, Labor	1,000.00	—	—	—	—		1,000.00	
15-112	Plumbing Domestic Water, Material	16,000.00	—	—	—	—		16,000.00	
15-113	Plumbing Domestic Water, Labor	11,000.00	—	—	—	—		11,000.00	
15-114	Sand-Oil Interceptor Equipment, Material	5,000.00	—	—	—	—		5,000.00	
15-300	Fire Sprinkler								
15-301	Engineering	2,800.00	—	—	—	—		2,800.00	
15-302	Shop labor	3,500.00	—	—	—	—		3,500.00	

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
15-533	**Controls:**		—	—	—	—		—	
15-534	Controls Subcontractor - (Automatic Logic) S	35,000.00	—	—	—	—		35,000.00	
15-535	Commissing and Testing:		—	—	—	—		—	
15-536	Test and Balance Subcontractor (P.H.I.)	6,500.00	—	—	—	—		6,500.00	
16-000	**Electrical**								
16-101	Gear, Material	32,000.00	—	—	—	—		32,000.00	
16-102	Gear, Labor	10,000.00	—	—	—	—		10,000.00	
16-103	Lighitng, Material	162,000.00	—	—	—	—		162,000.00	
16-104	Lighitng, Labor	10,000.00	—	—	—	—		10,000.00	
16-105	Underground, Material	28,000.00	—	3,500	—	3,500.00	13%	24,500.00	175.00
16-106	Underground, Labor	9,100.00	—	1,500	—	1,500.00	16%	7,600.00	75.00
16-107	Rough-In, Material	57,970.00	—	—	—	—		57,970.00	
16-108	Rough-In, Labor	39,500.00	—	—	—	—		39,500.00	
16-109	Wire, Material	49,600.00	—	—	—	—		49,600.00	
16-110	Wire, Labor	11,400.00	—	—	—	—		11,400.00	
16-111	Finish-Out, Material	9,600.00	—	—	—	—		9,600.00	
16-112	Finish-Out, Labor	6,600.00	—	—	—	—		6,600.00	
16-113	Special Systems,	23,560.00	—	—	—	—		23,560.00	
16-114	Generator,	76,670.00	—	—	—	—		76,670.00	
	Allowances								
BF-001	Betterment Allowance	60,000.00	—	—	—	—		60,000.00	
BF-002	2 ton structural steel allowance	8,000.00	—	—	—	—		8,000.00	
BF-003	3 ton reinforcing steel allowance	5,500.00	—	—	—	—		5,500.00	
	720 Building	**2,845,528.00**	**—**	**140,617.00**	**26,096.00**	**166,713.00**	**6%**	**2,678,815.00**	**8,335.65**

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
02-124	Gate valves for water, labor	6,717.00	—	—	—	—		6,717.00	
02-125	Fire hydrants, material	4,299.00	—	—	—	—		4,299.00	
02-126	Vacuum testing, labor	2,687.00	—	—	—	—		2,687.00	
02-127	Gravity sanitary sewers, labor	9,404.00	—	—	—	—		9,404.00	
02-128	Gravity sanitary sewers, material	9,404.00	—	—	—	—		9,404.00	
02-129	Concrete curb & gutter, labor	5,000.00	—	—	—	—		5,000.00	
02-130	Concrete curb & gutter, material	5,000.00	—	—	—	—		5,000.00	
02-289	Sidewalk Concrete Material	3,196.00	—	—	—	—		3,196.00	
02-290	Sidewalk Concrete Labor	2,975.00	—	—	—	—		2,975.00	
02-500	Concrete Paving Material	41,099.00	—	—	—	—		41,099.00	
02-501	Concrete Paving Labor	19,368.00	—	—	—	—		19,368.00	
02-520	Carstops	3,500.00	—	—	—	—		3,500.00	
02-525	Site signage	2,500.00	—	—	—	—		2,500.00	
02-830	High Security Chain Link Fencing	70,000.00	—	—	—	—		70,000.00	
03-000	**Concrete**								
03-075	Light Poles - Concrete/XFMR Material	9,724.00	—	—	—	—		9,724.00	
03-076	Light Pole/ XFMR Labor	8,400.00	—	—	—	—		8,400.00	
03-114	Drilled Shaft Piers	7,650.00	—	—	—	—		7,650.00	
03-250	Concrete Accessories (Poly, Brick, Curing)	10,000.00	—	—	—	—		10,000.00	
10-000	**Specialties**								
10-350	Flag Pole	4,310.00	—	—	—	—		4,310.00	
10-351	Flag Pole Labor	1,200.00	—	—	—	—		1,200.00	
10-000	**Electrical**								
16-100	Electric Contractor	34,000.00	—	—	—	—		34,000.00	
	Fuel Tank System								
13-201	Fuel Dispensers & Hardware	5,975.25	—	—	—	—		5,975.25	
13-202	Fuel Management System	5,885.97	—	—	—	—		5,885.97	
13-203	Fuel Tank Gauge System	4,658.72	—	—	—	—		4,658.72	
13-204	Aboveground Fuel Storage Tank	27,093.00	—	—	—	—		27,093.00	
13-205	Storage Tank Hardware & Piping	14,175.54	—	—	—	—		14,175.54	
13-206	Installation Equipment Rentals	1,065.00	—	—	—	—		1,065.00	
13-207	Crane Service and Operator	2,167.00	—	—	—	—		2,167.00	

213 E Owassa Rd.
Edinburg, TX 78539
(956) 702-4434

1980 E Bus 77
San Benito, TX 78586
(956) 361-4443

1206 W US 83
Penitas, TX 78576
(956) 581-4432

Please remit payment to:
Rio Grande Steel LTD.
P O Box 5178
Mcallen, TX 78502

Invoice Number: R139672-IN

Invoice Date: 2/15/2012

Page: 1

Sold To: Wilson/Hid Co Sheriff Substati
P.O. BOX 5178
Mcallen, TX 78502

Ship To: Wilson/Hid Co Sheriff Substati
303 E. Mile 11N,
Weslaco, TX 78596

Ship

Salesperson 20HC
Ship Date 2/15/2012
Due Date 3/16/2012
Terms ..... 30 Days

Customer ID..... 1W2600
P.O. Number 12-523-007
P.O. Date .....
Clerk ..... LZ
Sales Code .....

Item I.D.	Description	Ordered	Shipped	Unit	Price	Net	WH
8107	# 7 (22MM) GR 60 REBAR	13,736.000	13,736.000	LB	0.4200	5,769.12	001
8104	# 4(13MM) GR REBAR /LB	15,364.000	15,364.000	LB	0.4200	6,452.88	001

169 #7 10-00
575 #4 40-00

JOB #2600-01 FOUNDATION REINFORCING

*** TOTAL 29,100 LBS ***

03200

POSTED

WILS
CONSTRUCTION CO.

Subtotal:	12,222.00
Sales Tax:	0.00
Less Deposit:	0.00
Net Invoice:	12,222.00

Hidalgo Co Sheriff's Substation Stored Materials
02/2012

CERTIFICATE OF SATISFACTION OF BILLS

THE STATE OF TEXAS δ
δ
COUNTY OF HIDALGO δ

The undersigned executive officer, general partner or proprietor of
D. WILSON CONSTRUCTION COMPANY, P.O. Box 3455, McAllen, TX 78502

Contractor to the HIDALGO COUNTY SHERIFFS DEPARMENT SUB-STATION PROJECT for the following-described Work of construction, alteration or repair:

upon his oath does state:

All bills and claims for labor, material, equipment and otherwise for the above Work have been paid or otherwise satisfied, except as follows: NONE

The undersigned makes this statement with the intent that it be believed and that, in reliance hereon, COUNTY OF HIDALGO will make PROGRESS payment TO THE General contractor for the above Work.

TIMOTHY J. MICKUNAS, Secretary/Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, this

1st day of March, 20 12.

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public in and
for HIDALGO County, Texas

Purchase Order
COUNTY OF HIDALGO

PO#: 670920

DATE: 02/13/12

VENDOR: 376035 REQ:00210951
FAX (956)686-3270 Email:
Phone:(956)686-9573
D. WILSON CONSTRUCTION COMPANY
P.O. BOX 3455
MCALLEN TX 78502-3455
Vendor Acct:

BUYER:
SHIP TO: HIDALGO COUNTY
711 EL CIBOLO RD
EDINBURG Tx 78539

CONTACT: JUAN TAPIA (956)292-2930
SITE: HIDALGO COUNTY
Special Instructions: Contract No: C-11-032-12-20

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		
		C-11-032-12-20		
1	EACH	CC CONTRUCTION OF NEW SHERIFF'S OFFICE EAST SUBSTATION BUILDING OF 13,506 SF. DESCRIBED AS PER GIGNAC ARCH. DRAWINGS.	2,845,528.00	2,845,528.00
1	EACH	CC COMPLETELY CONSTRUCTION FOR EAST SUBSTATION OTHER STRUCTURES DESCRIBED ON GIGNAC ARCH. PLANS	544,472.00	544,472.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		3,390,000.00
		********** For Hidalgo County use only **********		
		2-1336-423-00-280-036-0-720 2,313,692.91		
		2-1342-423-00-280-036-0-720 531,835.09		
		2-1342-423-00-280-036-0-739 544,472.00		
		Approved		

Authorized by: Martha L. Salazar 2/13/12

TO: Mr. Juan Tapia
Hidalgo County Sheriff's Department
711 El Cibolo Road
Edinburg, TX 78540

DATE: March 7, 2012

RE: Hidalgo County Sheriff's Substation

We are enclosing herewith the following items:

2 copies Application for Payment No. 1 from the General Contractor

REMARKS:

I have reviewed and certified the enclosed request for payment in the amount of $183,346.20. Please send your check in this amount, together with one copy of the certified application for payment, directly to D. Wilson Construction Co. Thank you.

BY: RAYMOND GIGNAC, AIA

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 12-523

TO OWNER: Hidalgo County Sheriff's Department
Attn.: Juan Tapia, Procurement Specialist
711 El Cibolo Road
Edinburg TX 78540

PROJECT: New Sherrif's substation

CHANGE THE DATE

APPLICATION NO.: One
PERIOD TO: 2/29/2012
Contract No:
Job Order No.:
CONTRACT DATE: 1/24/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

CONTRACT FOR: General Construction

VIA: Gignac & Associates
Attn: Juan Mujica, PM
222 East Van Buren, Suite 102
Harlingen, TX 78550

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$ 3,390,000.00
2. Net Change by Change Orders		—
3. CONTRACT SUM TO DATE (Line 1 + 2)		3,390,000.00
4. TOTAL COMPLETED & STORED TO DATE		192,996.00
(Column G on)		
5. RETAINAGE:		
a. 5% of Completed Work	$ 8,345.00	
(Columns D + E on Continuation Sheet)		
b. 5% of Stored Material	1,304.80	
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column I of Continuation Sheet)		9,649.80
6. TOTAL EARNED LESS RETAINAGE		183,346.20
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		**$ 183,346.20**
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	$ 3,206,653.80	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ —	$ —
Total approved this Month	—	—
TOTALS	**—**	**—**
NET CHANGES by Change Order		**$ —**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: March 26, 2012

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 26th day of March, 2012

Notary Public Norma Irene Espinoza _____
My Commission expires 06/08/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ _____

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

12-523	One	Total Billed this period	192,996.00
		Retainage this period	(9,649.80)
		Net billing this period	183,346.20

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

CHANGE THE DATE

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
01-010	General Conditions	164,700.00	—	10,000	—	10,000.00	6%	154,700.00	500.00
01-011	Mobilization	10,000.00	—	10,000.00	—	10,000.00	100%	—	500.00
01-870	Bond	37,300.00	—	37,300.00	—	37,300.00	100%	—	1,865.00
01-871	Builder's Risk Policy	5,000.00	—	5,000.00	—	5,000.00	100%	—	250.00
01-874	Liability insurance	18,050.00	—	18,050.00	—	18,050.00	100%	—	902.50
02-000	**Site Work**								
02-101	Site clearing & stripping	16,326.00	—	16,326	—	16,326.00	100%	—	816.30
02-102	Excavation & backfill, labor	7,000.00	—	7,000	—	7,000.00	100%	—	350.00
02-103	Excavation & backfill, material	7,000.00	—	7,000	—	7,000.00	100%	—	350.00
02-104	Embankment, labor	7,000.00	—	—	—	—		7,000.00	
02-105	Embankment, material	674.00	—	—	—	—		674.00	
02-106	Select material, material	6,000.00	—	6,000	—	6,000.00	100%	—	300.00
02-107	Earthwork, labor	8,000.00	—	8,000	—	8,000.00	100%	—	400.00
02-280	Termite Control	1,426.00	—	—	—	—		1,426.00	
02-530	Splashblocks	775.00	—	—	—	—		775.00	
03-000	**Concrete**								
03-070	Concrete Material	64,598.00	—	—	—	—		64,598.00	
03-100	Concrete Labor	42,350.00	—	—	—	—		42,350.00	
03-100	Concrete Labor, form work	2,000.00	—	—	—	—		2,000.00	
03-110	Concrete Pump	5,776.00	—	—	—	—		5,776.00	
03-200	Rebar	66,000.00	—	—	26,096	26,096.00	40%	39,904.00	1,304.80
03-250	Concrete Accessories (Poly, Brick, Curing)	5,000.00	—	—	—	—		5,000.00	
	Masonry								
04-101	Masonry, mobilization	7,488.00	—	—	—	—		7,488.00	
04-102	Masonry, CMU, labor	51,622.00	—	—	—	—		51,622.00	
04-103	Masonry, CMU, material	65,239.00	—	—	—	—		65,239.00	
04-104	Exterior veneer, labor	16,044.00	—	—	—	—		16,044.00	
04-105	Exterior veneer, material	17,437.00	—	—	—	—		17,437.00	
04-106	Sculpt stone Capstone Custom Medallion	12,450.00	—	—	—	—		12,450.00	
04-107	Plaster	3,640.00	—	—	—	—		3,640.00	
04-108	Damproofing & ridgid board insulation, labor	7,469.00	—	—	—	—		7,469.00	
04-109	Damproofing & ridgid board insulation, materia	13,119.00	—	—	—	—		13,119.00	

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

CHANGE THE DATE

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
04-109	Masonry Rebar	14,000.00	—	—	—	—		14,000.00	
04-110	Masonry Weldon Labor	3,250.00	—	—	—	—		3,250.00	
04-112	Epoxy Rebar	4,200.00	—	—	—	—		4,200.00	
	Steel								
05-101	Detailing / Engineering	10,941.00	—	10,941	—	10,941.00	100%	—	547.05
05-102	Structural / Misc. Steel	114,157.00	—	—	—	—		114,157.00	
05-103	Joist/ deck	35,129.00	—	—	—	—		35,129.00	
05-104	Erection - Structural / Misc.Steel	29,441.00	—	—	—	—		29,441.00	
05-105	Erection - Joist	6,945.00	—	—	—	—		6,945.00	
05-106	Erection - Deck	5,466.00	—	—	—	—		5,466.00	
05-107	Pipe Bollards	3,432.00	—	—	—	—		3,432.00	
05-108	Roof Hatch / Ladder	854.00	—	—	—	—		854.00	
	Architectural woodwork								
06-400	Shop Drawing Submittals	1,000.00	—	—	—	—		1,000.00	
06-400	Base Cabinets	6,630.00	—	—	—	—		6,630.00	
06-400	Upper Cabinets	3,034.00	—	—	—	—		3,034.00	
06-400	Tall Open Shelving	15,136.00	—	—	—	—		15,136.00	
06-400	Support Panels/Skirts/Sink Panels	880.00	—	—	—	—		880.00	
06-400	Plastic Laminate Counter Tops	2,320.00	—	—	—	—		2,320.00	
06-400	Delviery & Installation	3,000.00	—	—	—	—		3,000.00	
07-000	**Moisture Protection**								
07-150	Bituminous Dampproofing	82,359.00	—	—	—	—		82,359.00	
07-180	Water Repellants	2,000.00	—	—	—	—		2,000.00	
07-900	Exterior caulking	3,500.00	—	—	—	—		3,500.00	
	Soffit and Aluminum Panel								
07-410	Soffits, labor	27,813.00	—	—	—	—		27,813.00	
07-432	Soffits, material	48,296.00	—	—	—	—		48,296.00	
07-410	Aluminum Composite Metal Panel System, lab	23,127.00	—	—	—	—		23,127.00	
07-432	Aluminum Composite Metal Panel System ma	41,114.00	—	—	—	—		41,114.00	

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

CHANGE THE DATE

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	720 Building								
	Roofing								
07-500	Modified Bitumen Membrane Roofing, labor	57,211.00	—	—	—	—		57,211.00	
07-500	Modified Bitumen Membrane Roofing, mat.	142,418.00	—	—	—	—		142,418.00	
07-500	Sheet metal installation	2,724.00	—	—	—	—		2,724.00	
07-500	Sheet metal shop fabrication	5,647.00	—	—	—	—		5,647.00	
07-720	Security Series Roof Hatch	2,800.00	—	—	—	—		2,800.00	
	Doors and Windows								
08-100	Hollow Metal Frames	6,500.00	—	—	—	—		6,500.00	
08-100	Hollow Metal Doors	5,500.00	—	—	—	—		5,500.00	
08-101	Frame/Door/Hdware Labor	6,520.00	—	—	—	—		6,520.00	
08-200	Flush Wood Doors	11,000.00	—	—	—	—		11,000.00	
08-700	Finish Hardware	25,000.00	—	—	—	—		25,000.00	
	Detention doors								
08-322	Detention Doors and Frames	100,000.00	—	—	—	—		100,000.00	
	Overhead doors								
08-360	Overhead Coiling Doors, labor	1,500.00	—	—	—	—		1,500.00	
08-360	Overhead Coiling Doors, material	9,500.00	—	—	—	—		9,500.00	
08-625	Solatubes	2,882.00	—	—	—	—		2,882.00	
	Glass & glazing								
08-800	Aluminum Framed Storefronts, labor	12,190.00	—	—	—	—		12,190.00	
08-800	Aluminum Framed Storefronts, materials	35,462.00	—	—	—	—		35,462.00	
08-800	Glass & glazing, labor	9,974.00	—	—	—	—		9,974.00	
08-800	Glass & glazing, materials	31,029.00	—	—	—	—		31,029.00	
08-800	Bullet resistant barriers, labor	28,000.00	—	—	—	—		28,000.00	
08-800	Bullet resistant barriers, materials	51,345.00	—	—	—	—		51,345.00	
09-000	**Finishes**								
09-100	**Drywall, ceiling and insulation**								
09-101	Metal Stud (Material)	14,565.00	—	—	—	—		14,565.00	
09-102	Metal Stud (Labor)	12,187.00	—	—	—	—		12,187.00	
09-103	Rigid Board Insulation (Material)	8,366.00	—	—	—	—		8,366.00	
09-104	Ragad Board Insulation (Labor)	2,071.00	—	—	—	—		2,071.00	
09-105	Sheathing(Material)	3,062.00	—	—	—	—		3,062.00	
09-106	Sheathing (labor)	1,987.00	—	—	—	—		1,987.00	

Sherriff's Office Substation

Job # 12-523

CHANGE THE DATE

Retainage: 5%

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
09-107	Wall Insulation (Material)	1,870.00	—	—	—	—		1,870.00	
09-108	Wall Insulation (Labor)	799.00	—	—	—	—		799.00	
09-109	Drywall (Material)	8,872.00	—	—	—	—		8,872.00	
09-110	Drywall (Labor)	9,629.00	—	—	—	—		9,629.00	
09-111	Suspended gypboard. Ceiling (Material)	4,207.00	—	—	—	—		4,207.00	
09-112	Suspended gypboard. Ceiling (Labor)	2,232.00	—	—	—	—		2,232.00	
09-113	Suspended acoustical ceiling (Material)	7,424.00	—	—	—	—		7,424.00	
09-114	Suspended acoustical ceiling (Labor)	2,394.00	—	—	—	—		2,394.00	
09-115	Rough Carpentry (Material)	11,125.00	—	—	—	—		11,125.00	
09-116	Rough Carpentry (labor)	9,060.00	—	—	—	—		9,060.00	
09-117	General Labor	6,000.00	—	—	—	—		6,000.00	
	Ceramic Tile & Flooring								
02-510	Commercial tile VCT, labor	2,385.00	—	—	—	—		2,385.00	
02-510	Commercial tile VCT, material	6,558.00	—	—	—	—		6,558.00	
02-510	Carpet, labor	540.00	—	—	—	—		540.00	
02-510	Carpet, material	3,240.00	—	—	—	—		3,240.00	
02-510	Ceramic porcelain, labor	1,750.00	—	—	—	—		1,750.00	
02-510	Ceramic porcelain, material	3,750.00	—	—	—	—		3,750.00	
09-300	Restroom ceramic, labor	4,416.00	—	—	—	—		4,416.00	
09-600	Restroom ceramic, material	10,100.00	—	—	—	—		10,100.00	
02-510	Vinyl cove base, labor	893.00	—	—	—	—		893.00	
02-510	Vinyl cove base, material	1,805.00	—	—	—	—		1,805.00	
	Painting								
09-900	Painting, material	21,550.00	—	—	—	—		21,550.00	
09-900	Painting, labor	13,450.00	—	—	—	—		13,450.00	
10-000	**Specialties**								
10-100	Visual Display Boards	2,000.00	—	—	—	—		2,000.00	
10-101	Visual Display Boards, Labor	275.00	—	—	—	—		275.00	
10-200	Horizontal Louvers	3,820.00	—	—	—	—		3,820.00	
10-431	Defibrillator	1,785.00	—	—	—	—		1,785.00	

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

CHANGE THE DATE

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	720 Building								
10-437	Signage	4,144.00	—	—	—	—		4,144.00	
10-438	Signage Labor	1,050.00	—	—	—	—		1,050.00	
10-500	Metal Lockers, labor	2,500.00	—	—	—	—		2,500.00	
10-500	Metal Lockers, material	10,000.00	—	—	—	—		10,000.00	
10-520	Fire extinguishers	679.00	—	—	—	—		679.00	
10-520	Fire extinguishers, labor	250.00	—	—	—	—		250.00	
10-600	Toilet Compartments	2,700.00	—	—	—	—		2,700.00	
10-600	Toilet Compartments Labor	470.00	—	—	—	—		470.00	
10-800	Toilet and Bath Accessories	2,400.00	—	—	—	—		2,400.00	
10-800	Toilet and Bath Accessories Labor	1,350.00	—	—	—	—		1,350.00	
10-812	Detention Toilet Accessories	1,315.00	—	—	—	—		1,315.00	
10-812	Detention Toilet Accessories Labor	450.00	—	—	—	—		450.00	
15-000	**MEP**								
15-100	**Plumbing**								
15-101	Plumbing Mobilization	2,500.00	—	—	—	—		2,500.00	
15-102	Plumbing Fixtures & Equipment, Material	36,000.00	—	—	—	—		36,000.00	
15-103	Plumbing Fixtures & Equipment, Labor	15,000.00	—	—	—	—		15,000.00	
15-104	Plumbing Drains And Carriers, Material	2,000.00	—	—	—	—		2,000.00	
15-105	Plumbing Drains And Carriers, Labor	1,000.00	—	—	—	—		1,000.00	
15-106	Plumbing Sanitary Underground, Material	5,000.00	—	—	—	—		5,000.00	
15-107	Plumbing Sanitary Underground, Labor	6,000.00	—	—	—	—		6,000.00	
15-108	Plumbing Sanitary Top Out, Material	1,750.00	—	—	—	—		1,750.00	
15-109	Plumbing Sanitary Top Out, Labor	750.00	—	—	—	—		750.00	
15-110	Plumbing Roof Drain Underground, Material	2,000.00	—	—	—	—		2,000.00	
15-111	Plumbing Roof Drain Top Out, Labor	1,000.00	—	—	—	—		1,000.00	
15-112	Plumbing Domestic Water, Material	16,000.00	—	—	—	—		16,000.00	
15-113	Plumbing Domestic Water, Labor	11,000.00	—	—	—	—		11,000.00	
15-114	Sand-Oil Interceptor Equipment, Material	5,000.00	—	—	—	—		5,000.00	
15-300	Fire Sprinkler								
15-301	Engineering	2,800.00	—	—	—	—		2,800.00	
15-302	Shop labor	3,500.00	—	—	—	—		3,500.00	

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

CHANGE THE DATE

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
15-303	Inside material	12,544.00	—	—	—	—		12,544.00	
15-304	Inside labor	6,000.00	—	—	—	—		6,000.00	
15-500	**HVAC**								
15-501	**Mobilization:**	10,000.00	—	—	—	—		10,000.00	
15-502	Project Management:								
15-503	Project Management	4,000.00	—	—	—	—		4,000.00	
15-504	Material - Submittals	2,500.00	—	—	—	—		2,500.00	
15-505	Permit	2,000.00	—	—	—	—		2,000.00	
15-506	Equipment Rental	3,000.00	—	—	—	—		3,000.00	
15-507	Overhead & Profit	4,000.00	—	—	—	—		4,000.00	
15-508	Bond	—	—	—	—	—		—	
15-509	Allowance	—	—	—	—	—		—	
15-510	Project Meetings	1,000.00	—	—	—	—		1,000.00	
15-511	**Sheetmetal Duct:**		—	—	—	—		—	
15-512	Material - Prefab Sheet Metal	9,000.00	—	—	—	—		9,000.00	
15-513	Labor for Prefab Sheet Metal	9,000.00	—	—	—	—		9,000.00	
15-514	Material - For Installation	1,000.00	—	—	—	—		1,000.00	
15-515	Labor	17,000.00	—	—	—	—		17,000.00	
15-516	Material - Duct Insulation	6,500.00	—	—	—	—		6,500.00	
15-517	**Labor**	10,000.00	—	—	—	—		10,000.00	
15-518	Air Devices:		—	—	—	—		—	
15-519	Material - Air Grilles (Mech Reps)	5,500.00	—	—	—	—		5,500.00	
15-520	Labor	1,050.00	—	—	—	—		1,050.00	
15-521	Material - Exhaust Fans w/ curb (Mech Reps)	2,500.00	—	—	—	—		2,500.00	
15-522	Labor	1,475.00	—	—	—	—		1,475.00	
15-523	**Refrigerant piping**		—	—	—	—		—	
15-524	Refrigerant Material	1,575.00	—	—	—	—		1,575.00	
15-525	Refrigerant - Labor	1,450.00	—	—	—	—		1,450.00	
15-526	Condensate Materials	1,850.00	—	—	—	—		1,850.00	
15-527	Condensate - Labor	1,550.00	—	—	—	—		1,550.00	
15-528	Insulation Material	950.00	—	—	—	—		950.00	
15-529	Insulation - Labor	850.00	—	—	—	—		850.00	
15-530	**Air Conditioning Equipment:**		—	—	—	—		—	
15-531	Roof Tops and Ductless Splits (Johnson Cont	57,750.00	—	—	—	—		57,750.00	
15-532	Roof Tops and Ductless Splits - Labor	3,000.00	—	—	—	—		3,000.00	

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

CHANGE THE DATE

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
15-533	**Controls:**		—	—	—	—		—	
15-534	Controls Subcontractor - (Automatic Logic)S	35,000.00	—	—	—	—		35,000.00	
15-535	Commissing and Testing:		—	—	—	—		—	
15-536	Test and Balance Subcontractor (P.H.I.)	6,500.00	—	—	—	—		6,500.00	
16-000	**Electrical**								
16-101	Gear, Material	32,000.00	—	—	—	—		32,000.00	
16-102	Gear, Labor	10,000.00	—	—	—	—		10,000.00	
16-103	Lighitng, Material	162,000.00	—	—	—	—		162,000.00	
16-104	Lighitng, Labor	10,000.00	—	—	—	—		10,000.00	
16-105	Underground, Material	28,000.00	—	3,500	—	3,500.00	13%	24,500.00	175.00
16-106	Underground, Labor	9,100.00	—	1,500	—	1,500.00	16%	7,600.00	75.00
16-107	Rough-In, Material	57,970.00	—	—	—	—		57,970.00	
16-108	Rough-In, Labor	39,500.00	—	—	—	—		39,500.00	
16-109	Wire, Material	49,600.00	—	—	—	—		49,600.00	
16-110	Wire, Labor	11,400.00	—	—	—	—		11,400.00	
16-111	Finish-Out, Material	9,600.00	—	—	—	—		9,600.00	
16-112	Finish-Out, Labor	6,600.00	—	—	—	—		6,600.00	
16-113	Special Systems,	23,560.00	—	—	—	—		23,560.00	
16-114	Generator,	76,670.00	—	—	—	—		76,670.00	
	Allowances								
BF-001	Betterment Allowance	60,000.00	—	—	—	—		60,000.00	
BF-002	2 ton structural steel allowance	8,000.00	—	—	—	—		8,000.00	
BF-003	3 ton reinforcing steel allowance	5,500.00	—	—	—	—		5,500.00	
	720 Building	**2,845,528.00**	**—**	**140,617.00**	**26,096.00**	**166,713.00**	**6%**	**2,678,815.00**	**8,335.65**

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

CHANGE THE DATE

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
	739 Parking Lot								
01-010	General Conditions	3,500.00	—	180	—	180.00	5%	3,320.00	9.00
02-001	File NOI	750.00	—	750	—	750.00	100%	—	37.50
02-002	SWPP - Inspections	2,300.00	—	—	—	—		2,300.00	
02-006	SWPP - Silt fence w/ Const. Entrance	5,800.00	—	5,800	—	5,800.00	100%	—	290.00
	Site Work								
02-101	Traffic control, labor	672.00	—	672	—	672.00	100%	—	33.60
02-102	Traffic control, material	2,015.00	—	2,015	—	2,015.00	100%	—	100.75
02-103	Hydrostatic testing, labor	672.00	—	—	—	—		672.00	
02-104	Hydrostatic testing, material	1,343.00	—	—	—	—		1,343.00	
02-105	Ductile iron, labor	2,687.00	—	—	—	—		2,687.00	
02-106	Ductile iron, material	4,030.00	—	—	—	—		4,030.00	
02-107	PVC Pressure pipe, labor	9,404.00	—	—	—	—		9,404.00	
02-108	PVC Pressure pipe, material	8,060.00	—	—	—	—		8,060.00	
02-109	Street parking lot excavation, labor	18,807.00	—	—	—	—		18,807.00	
02-110	Sand bedding / backfill, labor	5,373.00	—	—	—	—		5,373.00	
02-111	Sand bedding / backfill, material	2,687.00	—	—	—	—		2,687.00	
02-112	Trench safety, labor	8,060.00	—	—	—	—		8,060.00	
02-113	Trench safety, material	4,030.00	—	—	—	—		4,030.00	
02-114	Site grading, labor	16,866.00	—	16,866	—	16,866.00	100%	—	843.30
02-115	Lime stabilization, labor	10,747.00	—	—	—	—		10,747.00	
02-116	Lime stabilization, material	40,301.00	—	—	—	—		40,301.00	
02-117	Flexible base, caliche, material	10,747.00	—	—	—	—		10,747.00	
02-118	Utility backfill , material	8,060.00	—	—	—	—		8,060.00	
02-119	Water pipe with bore, labor	9,404.00	—	—	—	—		9,404.00	
02-120	Water pipe with bore, material	4,030.00	—	—	—	—		4,030.00	
02-121	Water service lines, labor	10,747.00	—	—	—	—		10,747.00	
02-122	Tapping sleeves / tapping valves, labor	4,030.00	—	—	—	—		4,030.00	
02-123	Tapping sleeves / tapping valves, material	6,717.00	—	—	—	—		6,717.00	

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

CHANGE THE DATE

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
02-124	Gate valves for water, labor	6,717.00	—	—	—	—		6,717.00	
02-125	Fire hydrants, material	4,299.00	—	—	—	—		4,299.00	
02-126	Vacuum testing, labor	2,687.00	—	—	—	—		2,687.00	
02-127	Gravity sanitary sewers, labor	9,404.00	—	—	—	—		9,404.00	
02-128	Gravity sanitary sewers, material	9,404.00	—	—	—	—		9,404.00	
02-129	Concrete curb & gutter, labor	5,000.00	—	—	—	—		5,000.00	
02-130	Concrete curb & gutter, material	5,000.00	—	—	—	—		5,000.00	
02-289	Sidewalk Concrete Material	3,196.00	—	—	—	—		3,196.00	
02-290	Sidewalk Concrete Labor	2,975.00	—	—	—	—		2,975.00	
02-500	Concrete Paving Material	41,099.00	—	—	—	—		41,099.00	
02-501	Concrete Paving Labor	19,368.00	—	—	—	—		19,368.00	
02-520	Carstops	3,500.00	—	—	—	—		3,500.00	
02-525	Site signage	2,500.00	—	—	—	—		2,500.00	
02-830	High Security Chain Link Fencing	70,000.00	—	—	—	—		70,000.00	
03-000	**Concrete**								
03-075	Light Poles - Concrete/XFMR Material	9,724.00	—	—	—	—		9,724.00	
03-076	Light Pole/ XFMR Labor	8,400.00	—	—	—	—		8,400.00	
03-114	Drilled Shaft Piers	7,650.00	—	—	—	—		7,650.00	
03-250	Concrete Accessories (Poly, Brick, Curing)	10,000.00	—	—	—	—		10,000.00	
10-000	**Specialties**								
10-350	Flag Pole	4,310.00	—	—	—	—		4,310.00	
10-351	Flag Pole Labor	1,200.00	—	—	—	—		1,200.00	
10-000	**Electrical**								
16-100	Electric Contractor	34,000.00	—	—	—	—		34,000.00	
	Fuel Tank System								
13-201	Fuel Dispensers & Hardware	5,975.25	—	—	—	—		5,975.25	
13-202	Fuel Management System	5,885.97	—	—	—	—		5,885.97	
13-203	Fuel Tank Gauge System	4,658.72	—	—	—	—		4,658.72	
13-204	Aboveground Fuel Storage Tank	27,093.00	—	—	—	—		27,093.00	
13-205	Storage Tank Hardware & Piping	14,175.54	—	—	—	—		14,175.54	
13-206	Installation Equipment Rentals	1,065.00	—	—	—	—		1,065.00	
13-207	Crane Service and Operator	2,167.00	—	—	—	—		2,167.00	

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

CHANGE THE DATE

Application No.: One
Application Date: 2/29/2012
Period From: 2/1/2012
To: 2/29/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
13-208	Equipment & Materials Freight	1,404.20	—	—	—	—		1,404.20	
13-209	Electrical Service Termination	2,112.00	—	—	—	—		2,112.00	
13-210	Equipment Start-up & Training	3,300.00	—	—	—	—		3,300.00	
13-211	Fuel Storage Tank & Piping Installation	14,363.32	—	—	—	—		14,363.32	
	739 Parking Lot	**544,472.00**	**—**	**26,283.00**	**—**	**26,283.00**	**5%**	**518,189.00**	**1,314.15**
	Contract sum	**3,390,000.00**	**—**	**166,900.00**	**26,096.00**	**192,996.00**	**6%**	**3,197,004.00**	**9,649.80**

AI-31487 **18. F. 2.**

CC REGULAR

Meeting Date: 04/03/2012

Submitted For: Tanya DeLira Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

b. Requesting approval of a "Sole Source Declaration" for AFIX Technologies" including authority to renew our support services with AFIX Technologies for the AFIX Tracker LE and AFIX Verifier beginning on May 26, 2012 for a period of 12 months in the yearly amount of $2,037.50 thru requisition # 212150.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 212150 as of 3-28-12 $2,037.50 for Afix Technologies Inc.

Attachments

AFIX

Afix Memo

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/27/2012 03:34 PM
Manuel Chapa	Manuel Chapa	03/28/2012 10:36 AM
Purchasing Department	Marty Salazar	03/28/2012 01:04 PM
Budget & Management	Merlen P. Munoz	03/28/2012 03:10 PM
Manuel Chapa	Manuel Chapa	03/29/2012 07:28 AM
Budget & Management	Merlen P. Munoz	03/27/2012 03:34 PM
Manuel Chapa	Manuel Chapa	03/28/2012 10:36 AM
Purchasing Department	Marty Salazar	03/28/2012 01:04 PM
Budget & Management	Merlen P. Munoz	03/28/2012 03:10 PM
Manuel Chapa	Manuel Chapa	03/29/2012 07:28 AM
Auditor's Office		

Form Started By: Angela Garcia Started On: 03/27/2012

Req #212150

AFIX Technologies, Inc.

RENEWAL NOTICE/INVOICE

SHIP TO:
Hidalgo County Sheriff's Department
711 El Cibolo Rd.
P.O. Box 1228
Edinburg, TX 78540

BILL TO:
Hidalgo County Sheriff's Department
711 El Cibolo Rd.
P.O. Box 1228
Edinburg, TX 78540

Invoice Information

Sales Person	Purchase Order Number	Invoice Number	Invoice Date	Order Date
Brandy Olivera	NA	120313-02	March 13, 2012	NA

Monthly and Quarterly Support Payment Options are available. Please contact our office at 620-232-6420 for more information.

Qty	Product	Product Description	Unit Price	Total Price
1	AFIX Tracker LE Support Renewal	AFIX Tracker LE Support Renewal for a period of one year, beginning on May 26, 2012.	$1,425	$1,425
1	AFIX Verifier Support Renewal	AFIX Verifier Support Renewal for a period of one year, beginning on May 26, 2012.	$1,425	$1,425
1	AFIX Verifier Discount	50% discount on multiple systems.	($712.50)	($712.50)
1	One Time Discount	One time support discount.	($100)	($100)

*Purchaser responsible for any and all applicable Federal, State, and/or local taxes or assessments.

TOTAL DUE:	$2,037.50

AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
Office: 620.232.6420 · **Fax:** 620.232.2606 · **www.afix.net**

AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
Office: 620-232-6420
FAX: 620-232-2606

Tuesday, March 06, 2012

This letter is provided for the purpose of facilitating a "sole-source" purchase of the AFIX® Tracker® automated fingerprint and palm print identification system by AFIX Technologies, Inc. and/or technical support and service for the AFIX® Tracker® system. Detailed descriptions of the unique features of the AFIX® Tracker® system appear below. The complete set of features and capabilities provided by AFIX® Tracker® is not available from any other system or source. Technical support for the AFIX® Tracker® system is provided solely by AFIX Technologies, Inc. and is not available from any other source.

AFIX® Tracker®

AFIX® Tracker®, developed and produced by AFIX Technologies, Inc., is a fully-featured automated fingerprint and palm print identification system which is designed to run in Windows XP, Windows Vista and Windows Server operating systems.

AFIX® Tracker's® capabilities include automatic or manual extraction of minutiae, tenprint to tenprint, tenprint to latent, latent to tenprint, palm print to palm print, palm print to latent, latent to palm print and latent to latent searching, searches using only partial latent images, full 360 degree rotation during search, full center/core independence, interface capability with multiple live scan devices for automated import and processing of tenprint and/or record palm print files, the ability to scale photographs from either conventional or digital sources, and the ability to transmit single images or complete tenprint and/or palm print records to other systems via network or internet using EFTS/NIST file transmission standards.

Many of the features and capabilities of AFIX Tracker are unique and unavailable in other PC-based AFIS/APIS systems, including its ability to:

- Utilize undivided complete palm images or, at the user's option, divide record palm prints into ten segments defining sub-sections of thenar, hypothenar and interdigital areas.
- Automatic scan for identification of duplicate biographical records. Duplicate records of lesser quality may be deleted outright or merely deactivated so as to not impede search performance (unless explicitly included in a search at the time of submission).
- Initiate searches individually from whole palm images or from any combination of the segments, if palm images are divided.
- Submit tenprint, palm and latent searches to remote AFIX Tracker systems via encrypted internet-based transaction servers, and receive search results automatically.

- Submit latent images with assisted ridge octant counting and automatic penetration management to Federal biometric data repositories, including the FBI's IAFIS and Dod ABIS databases.
- Process searches received from remote AFIX Tracker systems or mobile ID systems in a "lights out" environment and automatically transmit search results to the requesting system.
- Provide multiple-processor client search engine capability to allow scalability of system search and match throughput requirements to meet individual agency needs.
- Provide optional support for multiple database formats including MS-Access and MS-SQL based on database size and customer preference.
- Scan or import tenprint, palm and/or latent images into the system at resolutions of up to 9,600 ppi and search against records of any resolution from 500 ppi to 9,600 ppi without further adjustment or scaling.
- Import and export complete palm print records with biographical data via EFTS file transmission.
- Interface with low-cost workstations (AFIX Tracker LE) to provide the ability to add economical remote workstations that allow the input of known inked fingerprints, known inked palm prints and latent prints into the primary system database to include full biographical data input, classification, minutiae extraction and minutiae editing capability.
- Limit latent search rotation parameters to either +/- 45 degrees or +/- 90 degrees when applicable and preferred.
- Provide stereo comparison of candidates with lines connecting matching minutiae points.
- Automatically extract minutiae from either complete palm images or separate palm sections based on a quality assessment of the entire palm image or each section totally independent of the other sections of the palm based on user preference.
- Launch searches of multiple latent prints against the entire database (to include latent to tenprint, latent to inked palm print and latent to latent searches) simultaneously.
- Automatically convert NCIC classifications to Henry classifications without user intervention.
- Designate latent case files as "closed cases" allowing the latent records to remain in the database, but excluding them from subsequent searches.
- Designate individual latent files as "searchable" or "non-searchable" within a single latent case file.
- Provide built-in online help files with onscreen video/audio demonstrations of system features and operations.
- Allow automated import of large batches of tenprint records which have been scanned and saved in any of the common Windows graphic formats.

- Allow capture/import of multiple photos in each record from either TWAIN-compliant cameras, flatbed scanners or pre-existing digital photos. Multiple mug shots and photos of scars, marks & tattoos may be added to a single record.
- Provide log-in based user access control to limit individual user's ability to delete or modify records.
- The AFIX database provides a single comprehensive dataset with which other AFIX applications, such as AFIX Identifier and AFIX Verifier, may seamlessly interact. The inherent difficulty of establishing and supporting a cross-vendor workflow from investigation to booking and release may be eliminated through the use of a cohesive AFIX single-vendor solution.

The AFIX® Tracker® system is patented and copyrighted software manufactured, distributed and supported solely by AFIX Technologies, Inc. The AFIX® Tracker® system is not available from any other source. Technical support for the AFIX® Tracker® system is provided by AFIX Technologies, Inc. and is not available from any other source.

Scott Howard
Vice President, Operations
AFIX Technologies, Inc.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Scott Howard a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Scott Howard. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: AFIX Technologies, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Technical support services for AFIX Tracker, AFIX Tracker LE and AFIX Verifier
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Scott Howard

SWORN AND SUBSCRIBED TO under oath before me on 6th day of March, 2012

Brandy Oliver
Notary Public
State of Kansas
My Appt. Expires: 9/15/13

Brandy Olivera
NOTARY PUBLIC

Brandy Olivera
PRINTED NAME

9/15/13
MY COMMISSION EXPIRES

COMPANY NAME: AFIX Technologies, Inc.
ADDRESS, CITY, STATE & ZIP CODE: 205 North Walnut Pittsburg, KS 66762
PHONE: 620-232-6420 NUMBER:
CONTACT NAME AND TITLE: Scott Howard, VP of operations
WEB ADDRESS: www.afix.net EMAIL: info@afix.net
FEDERAL TAX ID NUMBER: 48-1076358 TEXAS SALES TAX NUMBER:

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00212150
PO #
Date: 02/29/12

Bill To: x
x

Vendor : 325279
AFIX TECHNOLOGIES, INC.
205 NORTH WALNUT
PITTSBURG KS 66762

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	AFIX TRACKER LE SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR, BEGINNING ON MAY 26, 2012.	1,425.00	1,425.00
1.00	YEAR	AFIX VERIFIER SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR, BEGINNING ON MAY 26, 2012.	1,425.00	1,425.00
1.00	YEAR	50% DISCOUNT FOR MULTIPLE SYSTEMS	-712.50	-712.50
1.00	YEAR	ONE TIME DISCOUNT	-100.00	-100.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	2,037.50	
			Freight	.00
			Total	2,037.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: 03/06/2012

RE: "Sole Source Declaration" AFIX Technologies, Inc.

The Hidalgo County Sheriffs Office Law Enforcement Facility possesses and utilizes the current AFIX Tracker, AFIX Tracker LE and AFIX Verifier Software for Maintenance/Support since 12/12/2001. The support plan includes all upgrades and new versions of the software, unlimited technical support calls, all software maintenance updates and free replacement of lost or damaged installation disks.

AFIX Tracker, developed and produced by AFIX Technologies, Inc. is a fully-featured automated fingerprint and palm print identification system which is designed to run in Windows XP, Windows Vista and Windows Server operations systems.

AFIX Technologies, Inc. is the sole-source provider of the AFIX Tracker automated the following AFIX products in the commercial, state and local government marketplace:

Therefore, the Hidalgo County Sheriff's Law Enforcement Facility requires the continued renewal of the software maintenance and support with AFIX Technologies, Inc.

Angela Garcia

From: Tanya.Delira <tanya.delira@co.hidalgo.tx.us>
Sent: Wednesday, March 28, 2012 10:35 AM
To: angela.garcia@co.hidalgo.tx.us
Cc: 'Martha L. Salazar'
Subject: FW: AFIX quote (updated)

Ms. Angela may you please attach this e-mail to AI-31487 for 04/03/2012.

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, March 28, 2012 9:40 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'
Subject: RE: AFIX quote (updated)

Marty,

I have reviewed the renewal notice/invoice with AFIX (designated sole source provider) and approve as to form.

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: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 27, 2012 4:06 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'
Subject: FW: AFIX quote (updated)
Importance: High

Ms. Josephine:
If you could be so kind as to review and comment as to form. We will be taking the item to CC next week 4-03-12 for Sole Source Declaration.
Thanks,
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, March 27, 2012 9:00 AM
To: 'Martha L. Salazar'
Cc: 'Myra Montoya'
Subject: FW: AFIX quote (updated)

May you please forward to legal for review.. thanks.. I'll re-submit this agenda for next c.c.

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Wednesday, March 14, 2012 4:27 PM
To: 'Martha Salazar'
Subject: FW: AFIX quote (updated)

Please review letter from Sheriff's Office in reference to the AFIX Technologies, and respond. We already have the sole source letter and affidavit from vendor.

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Wednesday, March 14, 2012 9:04 AM
To: 'Tanya.Delira'
Subject: FW: AFIX quote (updated)

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Richard Ozuna [mailto:richard.ozuna@hidalgoso.org]
Sent: Wednesday, March 14, 2012 8:55 AM
To: myra.montoya@hidalgoso.org
Subject: AFIX quote (updated)

Myra,

The AFIX system is used in the jail, inmates are thumb printed on the AFIX system upon arrival and when released the inmates are thumb printed again to verify they are the same person upon release. The AFIX support on software and updates are needed for our current system. This particular software and technical support can only be supported by AFIX Technologies.

Please forward to Tanya at purchasing.

Lt. Richard Ozuna
Hidalgo County Sheriff's Office
711 El Cibolo road
Edinburg, Texas 78542
956-393-6022

AI-31683 **18. F. 3.**

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval of an Amendment (reflecting the substitution of a revised Attachment E) to the current agreement between Hidalgo County and Prodigy Construction Management, LLC for the "Construction of the New Sheriff's Office Substation in the Pct 1 Area" C-11-032B-06-14

b. Requesting acceptance and approval of Invoice No. 7-R2;8-R2; and 9-R2 in the amount of $3,600.00, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-11-032B-06-14 Construction Managemnt services for Sheriff's Office Substation in the Precinct No. 1 Area, with authorizatoin for Auditor process and County Treasurer issue payment/check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO# 659617 available balance as of 3-30-12 $72,750.00

Reference:
Pmt# 1 7,875 AI#27549 7-19-11
Pmt# 2 7,875 AI#28221 8-30-11
Pmt# 3 7,875 AI#29048 10-18-11
Pmt# 4 7,875 AI#29599 11-15-11
Pmt# 5 7,875 AI#30015 12-12-11
Pmt# 6 7,875 AI#30904 2-14-12 (period billed fr 11-17-11 to 12-17-11)

This AI# 31683
Pmt#7-R2 0
Pmt#8-R2 0
Pmt#9-R2 3,600.00 (period billed fr 2-17-12 to 3-12-12)

Attachments

Invoice 7-R2
Invoice 08-R2
Invoice 09-R2
amendment
email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/29/2012 03:27 PM
Budget & Management	Merlen P. Munoz	03/29/2012 03:58 PM
Manuel Chapa	Manuel Chapa	03/30/2012 01:16 PM
Purchasing Department	Marty Salazar	03/29/2012 03:27 PM
Budget & Management	Merlen P. Munoz	03/29/2012 03:58 PM
Manuel Chapa	Manuel Chapa	03/30/2012 01:16 PM
Auditor's Office		

Form Started By: Rocio Villarreal Started On: 03/28/2012 02:13 PM

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
Office: (956)800-1122 Fax: (956)800-4618
apalacios@prodigycompany.com

Invoice

Period Billed	Invoice #
12-17-2011 to 01-16-2012	07-R2

Bill To:

Hidalgo County Sheriff's Office
Attn: Juan Tapia
701 El Cibolo RD
Edinburg, TX 78539

Project Name: **Contract NO: C-11-032B-06-14** **REQ: 00197759**

County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail

1-1336-423-00-280-036-0-720

P.O. No.	Vendor	Project
659617	388459	PCM-03-011

As of 1/24/2012 - Project Total Cost: $3,390,000.00 @ 3% = $101,700.00 fee

Period Billed	Monthly Draw	Credit Adjustment	Paid to Date	Amount Balance	Invoice Amount DUE
1	$7875.00		$7875.00	$120,000.00	$7875.00
2	$7875.00		$15,750.00	$104,250.00	$7875.00
3	$7875.00		$23,625.00	$96,375.00	$7875.00
4	$7875.00		$31,500.00	$88,500.00	$7875.00
5	$7875.00		$39,375.00	$80,625.00	$7875.00
6 Paid	$7875.00		$47,250.00		$7875.00
7 Adj. Fee	$5650.00	-$5650.00			$0.00
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
Office: (956)800-1122 Fax: (956)800-4618
apalacios@prodigycompany.com

Invoice

Period Billed	Invoice #
01-17-2012 to 02-16-2012	08-R2

Bill To:

Hidalgo County Sheriff's Office
Attn: Juan Tapia
701 El Cibolo RD
Edinburg, TX 78539

Project Name: **Contract NO: C-11-032B-06-14** **REQ: 00197759**

County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail

1-1336-423-00-280-036-0-720

P.O. No.	Vendor	Project
659617	388459	PCM-03-011

As of 1/24/2012 - Project Total Cost: $3,390,000.00 @ 3% = $101,700.00 fee

Period Billed	Monthly Draw	Credit Adjustment	Paid to Date	Amount Balance	Invoice Amount DUE
1	$7875.00		$7875.00	$120,000.00	$7875.00
2	$7875.00		$15,750.00	$104,250.00	$7875.00
3	$7875.00		$23,625.00	$96,375.00	$7875.00
4	$7875.00		$31,500.00	$88,500.00	$7875.00
5	$7875.00		$39,375.00	$80,625.00	$7875.00
6 Paid	$7875.00		$47,250.00		$7875.00
7 Adj. Fee	$5650.00	-$5650.00			$0.00
8	$5650.00	-$5650.00			$0.00
9					
10					
11					
12					
13					
14					
15					
16					
17					

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
Office: (956)800-1122 Fax: (956)800-4618
apalacios@prodigycompany.com

Invoice

Period Billed	Invoice #
02-17-2012 to 03-16-2012	09-R2

Bill To:

Hidalgo County Sheriff's Office
Attn: Juan Tapia
701 El Cibolo RD
Edinburg, TX 78539

Project Name: **Contract NO: C-11-032B-06-14** **REQ: 00197759**

County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail

1-1336-423-00-280-036-0-720

P.O. No.	Vendor	Project
659617	388459	PCM-03-011

As of 1/24/2012 - Project Total Cost: $3,390,000.00 @ 3% = $101,700.00 fee

Period Billed	Monthly Draw	Credit Adjustment	Paid to Date	Amount Balance	Invoice Amount DUE
1	$7875.00		$7875.00	$120,000.00	$7875.00
2	$7875.00		$15,750.00	$104,250.00	$7875.00
3	$7875.00		$23,625.00	$96,375.00	$7875.00
4	$7875.00		$31,500.00	$88,500.00	$7875.00
5	$7875.00		$39,375.00	$80,625.00	$7875.00
6	$7875.00		$47,250.00		$7875.00
7 Adj. Fee	$5650.00	-$5,650.00			$0.00
8	$5650.00	-$5,650.00			$0.00
9	$5650.00	-$2,050.00	.		$3,600.00
10					
11					
12					
13					
14					
15					
16					
17					

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT
TO PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN
HIDALGO COUNTY, TEXAS AND
PRODIGY CONSTRUCTION MANAGEMENT, L.L.C.

This **AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT** dated by and between **HIDALGO COUNTY** (the "County"), and **Prodigy Construction Management, L.L.C.,** (the "Company") is entered into between the parties on the **3rd** day of **April, 2012**.

WHEREAS, Company and County entered into an Agreement dated June 14, 2011 in which the Company agreed to provide construction management services in connection with the Hidalgo County Sheriff's Office Substation (the "Agreement")

WHEREAS, the Company desires to modify the Payment Schedule Exhibit "E" and extend the duration of the project,; and.

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement:

1. Exhibit "E" of the Agreement is hereby deleted and Exhibit E attached hereto as Exhibit A is substituted for the Exhibit E in the Agreement.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Construction Manager and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Prodigy Construction Management, L.L.C.

Approved as to Form:
ATLAS & HALL, L.L.P.

By: Steve L. Crain

Exhibit A to Amendment to Professional Service Agreement By and Between Hidalgo County, Texas and Prodigy Construction Management, LLC

REVISED ATTACHMENT "E"
PAYMENT SCHEDULE*

BILLING DATE	MONTHLY PERCENT DRAW	CONTRACTED AMOUNT	CUMULATIVE AMOUNT DRAW	REMAINING AMOUNT BALANCE
				$101,700.00
6/14-7/13	5.56%	5,650.00	5,650.00	96,050.00
7/14-8/13	5.56%	5,650.00	11,300.00	90,400.00
8/14-9/13	5.56%	5,650.00	16,950.00	84,750.00
9/14-10/13	5.56%	5,650.00	22,600.00	79,100.00
10/14-11/13	5.56%	5,650.00	28,250.00	73,450.00
11/14-12/13	5.56%	5,650.00	33,900.00	67,800.00
12/14/11-01/13/12	5.56%	5,650.00	39,550.00	62,150.00
1/14-2/13	5.56%	5,650.00	45,200.00	56,500.00
2/14-3/13	5.56%	5,650.00	50,850.00	50,850.00
3/14-4/13	5.56%	5,650.00	56,500.00	45,200.00
4/14-5/13	5.56%	5,650.00	62,150.00	39,550.00
5/14-6/13	5.56%	5,650.00	67,800.00	33,900.00
6/14-7/13	5.56%	5,650.00	73,450.00	28,250.00
7/14-8/13	5.56%	5,650.00	79,100.00	22,600.00
8/14-09/13	5.56%	5,650.00	84,750.00	16,950.00
9/14-10/13	5.56%	5,650.00	90,400.00	11,300.00
10/14-11/13	5.56%	5,650.00	96,050.00	5,650.00
11/14-12/13	5.56%	5,650.00	101,700.00	-

***To be modified in accordance with Project timeline adjustments pursuant to the terms of theAgreement.**

From:	Martha Salazar
To:	"rocio.villarreal"
Subject:	FW: Amendment-Prodigy Construction Management
Date:	Wednesday, March 28, 2012 4:00:05 PM
Attachments:	C-11-032B-06-14-Prodigy Construction Management,LLC-Construction Management Service-Sheriff"s Office.PDF Amendment-Prodigy Construction Management.doc ROCIO VILLARREAL.vcf revised Prodigy construction professional service.docx
Importance:	High

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, March 28, 2012 3:41 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Rocio Villarreal'
Subject: FW: Amendment-Prodigy Construction Management
Importance: High

Attached is the revised (redlined) construction prodigy agreement.

Thanks,
Marynel

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 28, 2012 1:59 PM
To: 'Steve Crain'
Cc: 'rocio.villarreal'
Subject: FW: Amendment-Prodigy Construction Management
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, March 28, 2012 1:38 PM
To: 'Martha Salazar'
Subject: Amendment-Prodigy Construction Management

Ms. Marty,

Attached is the Amendment for Prodigy Construction to revise Attachment E. Payment Schedule and to extend time line. Please forward the amendment to legal counsel for approval as to form. Thank you.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

AI-31299 **18. G. 1.**

CC REGULAR

Meeting Date: 04/03/2012

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of sole bid and approval of contract to Performance Grade Asphalt, LLC-meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County -"MS-1 Emulsified Asphalt" Bid No. 2012-022-MEG.

BACKGROUND

All documents as required

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: obj. 673 & 731 co. wide

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

BUDGETARY IMPACT:

Possible funding sources are obj. 673 "R & B R & M Supplies" & 731 "Roads". Contract is on an "as needed basis". This contract is mainly used by the Pcts. Please refer to attached expense report as of 3-29-12 for funding availability.

Attachments

Memos of Recommendations from Depts

Vendors Bid Page

Participating Log Sheet

Tabulation Sheet

Contract-C-12-039-04-03-DuBose dba Performance Grade Asphalt LLC-HC

email by legal-apprvd contract document

Exp. Report as of 3-29-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/28/2012 12:56 PM
Budget & Management	Merlen P. Munoz	03/28/2012 02:49 PM
Ivan Cantu	Ivan Cantu	03/29/2012 10:06 AM
Purchasing Department	Marty Salazar	03/28/2012 12:56 PM
Budget & Management	Merlen P. Munoz	03/28/2012 02:49 PM
Ivan Cantu	Ivan Cantu	03/29/2012 10:06 AM
Auditor's Office		

Form Started By: Elena Gomez Started On: 03/01/2012 10:30 AM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

RECEIVED
MAR 20 2012
By 2:22

TO: **All Precincts**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **March 14, 2012**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2012-039-02-22 –MEG for **HIDALGO COUNTY (All Funding Sources) - "MS-1 EMULSIFIED ASPHALT"**

We have received **SOLE response** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later **than Tuesday, March 20, 2012 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as 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: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

	AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.	Performance Group	Sole Bid
2.		

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 2-1200-431-00-121-005-0-673
2-1342-431-00-121-041-0-731
2-1342-431-00-121-085-0-731

	Noe Hinojosa	Pct 1	3-20-12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **All Precincts**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **March 14, 2012**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2012-039-02-22 –MEG for **HIDALGO COUNTY (All Funding Sources) - "MS-1 EMULSIFIED ASPHALT"**

We have received **SOLE response** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later **than Tuesday, March 20, 2012 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as 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: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):		RECOMMENDATION (BASIS)
1. PERFORMANCE Trade Bank	Sole	Bidder
2.		

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 2/1200-431-00-122-00-2/673
Acct. + Obj Code depends on Specific Road Project.

Ricardo Cuellar	Ricardo Cuellar	Pct 2	3/19/12
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **All Precincts**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **March 14, 2012**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2012-039-02-22 –MEG for **HIDALGO COUNTY (All Funding Sources) - "MS-1 EMULSIFIED ASPHALT"**

We have received **SOLE response** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later **than Tuesday, March 20, 2012 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as 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: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Performance Grade Asphalt	Sole Bidder
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 2-1200-431-00-123-005-0-673

[signature]	Joe M. Flores	Pct 3	3/15/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)



TO: **All Precincts**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **March 14, 2012**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2012-039-02-22 –MEG for **HIDALGO COUNTY (All Funding Sources) - "MS-1 EMULSIFIED ASPHALT"**

We have received **SOLE response** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later **than Tuesday, March 20, 2012 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as 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: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Performance Grade Asphalt	Sole Bidder
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 2-1200-431-00-124-007-0-673
2-1200-431-00-124-007-0-731

Gloria A. Beltran	Gloria A Beltran	Pct 4	3/20/12
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

OPENED 9:44 3-14-12 Witnessed

BID PAGE

(Commodity code 745-08)

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.40 /Gal.	$ 0 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.60 /Gal.	$ 0 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.00 /Gal.	$ 0 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.20 /Gal.	$ 0 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.80 /Gal.	$ 0 Hour

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.40 /Gal.	$ 0 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.60 /Gal.	$ 0 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.00 /Gal.	$ 0 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.20 /Gal.	$ 0 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.80 /Gal.	$ 0 Hour

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BIDDER/COMPANY NAME: Performance Grade Asphalt, L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: Hitchcock, TX. 77563

PHONE №: 409-986-7740 FAX №: 409-986-7950

CELLULAR №: 281-387-9869

AUTHORIZED SIGNATURE: [signature]

PRINTER NAME: Clarke DuBose DATE 03/01/2012

TITLE: President

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: February 22, 2012 BID OPENING TIME: 9:30 A.M.
ADDENDUM 1 BID OPENING: MARCH 14, 2012 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "MS-1 EMULSIFIED ASPHALT"
BID NO.: 2012-039-02-22-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
Valley Caliche Products, INC Attention: David	Email	Elena Gomez	03/01/12	P. O. Box 10 Mission, TX 78573 Tel: 581-2751 valleycaliche@aol.com
F & M Transportation, INC Attention: Frank	Email	Elena Gomez	03/01/12	610 E. Monte Cristo Rd Edinburg, TX 78541 Tel: 381-6666 frank3@fmtransport.com
AG III Contractors, LLC	Email	Elena Gomez	03/01/12	2244 W. US Hwy 281 San Benito, TX 78586 Tel: 361-3011 zapatachristine@yahoo.com
Performance Asphalt	Email	Elena Gomez	03/01/12	5320 FM 2004 Rd Hitchcock, TX 77563-1012 Tel: 409-986-7740 clarked@pgasphalt.com
Ballenger Construction	Email	Elena Gomez	03/01/12	b.pettijohn@bal-con.com Tel: (956) 421-9500
Upper Valley Materials , Magic Valley Concrete or Rio Valley Pipe Attn: Larry Hinijosa will not be participating as per an email	Email	Elena Gomez	03/01/12	7301 W. Expressway 83 Mission, Texas 78572 Tel: 956-432-0600 salesinfo@riovalleypipe.com
International Materials LLC Attn: Javier Garza	Email	Elena Gomez	03/01/12	internationalmats@att.net Tel: 956-240-1423 & 956-862-3701
Cold Mix Manufacturing Attn: Scott Herman	Email	Elena Gomez	03/01/12	120-30 28th Ave Flushing, NY 11354 Phone: (914)755-4575 scott@greenpatch.com
Ergon Asphalt and Emulsions, Inc Attn: John	Email	Elena Gomez	03/01/12	6746 Up River Road Corpus Christi, TX 361-289-6147 office 956-330-2235 mobile John.delagarza@ergon.com
Virtual Builders Exchange Lorri Chambers	Email	Elena Gomez	03/01/12	4047 Naco Perrin Ste. 100 San Antonio, TX 78217 FedEx# 1509-1991-6 lorri@virtualbx.com

Prime Vendor Inc Erika Russ	Email	Elena Gomez	03/01/12	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 (EM)
FACSIMILE (FAX)

TABULATION SHEET
HIDALGO COUNTY (all funding sources)
MS-1 EMULSIFIED ASPHALT
BID NO.: 2012-039-02-22-MEG

DESCRIPTION	PERFORMANCE GRADE ASPHALT- SOLE BIDDER			
	OPTION 1		**OPTION 2**	
	Term-Three(3) months w/County's option to extend 3 additional 3 month terms		Term-Six(6) months w/County's option to extend additional 1 -six month term	
	Price per gallon	Demurrage after 2 hrs	Price per gallon	Demurrage after 2 hrs
LOADS of 5,000 or MORE GALLONS	2.40	0.00	2.40	0.00
LOADS of 4,000 to 4,999 GALLONS	2.60	0.00	2.60	0.00
LOADS of 3,000 to 3,999 GALLONS	3.00	0.00	3.00	0.00
LOADS of 2,000 to 2,999 GALLONS	3.20	0.00	3.20	0.00
LOADS of 1,000 to 1,999 GALLONS	3.80	0.00	3.80	0.00
√ Option Selection	Option 1_____		Option 2 _____	

REQUIREMENTS AGREEMENT
C-12-039-04-03

THIS AGREEMENT (the "Agreement") is entered into effective as of the **3RD** day of **April, 2012** by and between **DUBOSE INTERESTS, L.L.C.** d/b/a **PERFORMANCE GRADE ASPHALT, L.L.C.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"MS-1 EMULSIFIED ASPHALT" (on an as needed basis**) for **Hidalgo County (all funding sources, programs and entities)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **Six (6) Months** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **Six (6) Months**, with the County's sole option to extend/renew for an additional six (6) month term based upon prior performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 3, 2012** and expire on **October 2, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:	HIDALGO COUNTY Attn: COUNTY JUDGE 1615 SOUTH CLOSNER, SUITE J EDINBURG, TEXAS 78539
If to Seller:	DUBOSE INTERESTS, L.L.C. d/b/a PERFORMANCE GRADE ASPHALT, L.L.C. Attn: CLARK DUBOSE, PRESIDENT P.O. BOX 6 HITCHCOCK, TEXAS 77563

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

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

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a purchase 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 purchase requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

*Approved By Commissioners Court:*_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: DUBOSE INTERESTS, L.L.C. d/b/a **PERFORMANCE GRADE ASPHALT, L.L.C.**

By:_____
Printed Name: Clark DuBose
Title: President

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 1, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"MS-1 EMULSIFIED ASPHALT"**
Bid No: 2012-039-02-22-MEG

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/meg

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)
"MS-I EMULSIFIED ASPHALT"
BID NO.: 2012-039-02-22-MEG

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	4
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	7

The above mentioned items shall be found in the Request for Bids (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

March 1, 2012
Date

Bid No: 2012-039-02-22-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

"MS-1 EMULSIFIED ASPHALT"
BID OPENING DATE:

FEBRUARY 22, 2012

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs and Entities)–"MS-1 EMULSIFIED ASPHALT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2012-039-02-22-MEG HIDALGO COUNTY (All Funding Sources, Programs and Entities) - "MS-1 EMULSIFIED ASPHALT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY FEBRUARY 22, 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-2012-039-02-22-MEG RFB-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – "MS-1 EMULSIFIED ASPHALT".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs and**

Entities) - "MS-1 EMULSIFIED ASPHALT" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 22, 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 or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2012-039-02-22-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
Hidalgo County (All Funding Sources, Programs and Entities)
"MS-1 Emulsified Asphalt"
Bid №: 2012-039-02-22-MEG

Hidalgo County is seeking qualified vendors to supply and deliver MS-1 Emulsified Asphalt to the following locations but not limited to and on as needed basis. The following is the minimum requirements for the MS-1 Emulsified Asphalt Setting.

- Product Specifications for MS-1 Emulsified Asphalt
- Material – bid price by the gallon delivered by vendor

	MS1		
Asphalt Grade Requirement	**Min**	**Max**	**ASTM Test Method**
Viscosity @25C SFS	20	100	D-88
Residue By Dist. (% by mass)	60	---	D-244
Oil Portion of Dist. (% by vol)	---	2.0	D-244
Sieve Test, retained on 1000um sieve	---	0.1	D-244
Storage Stability 24h (% by mass)	---	1.5	D-244
Demulsibility, 50ml 5.55 g/l, CaC12	---	---	D-244
TEST ON RESIDUE			
Penetration @ 25C 100g, 5s (0 1mm)	100	200	D-5
Apparent Viscosity 60C (Ps s)			D-4957
Complex Flow Index	---	0.80	D-2493
Float Test @ 60C s	1200	---	D-139
Solubility in trichloroethylene	97.5	---	D-2042
Ductility @ 25C (cm)	40	---	D-113

REQUIREMENTS:

1. **LOCATIONS/DELIVERY INSTRUCTIONS:**
   All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

   a) **Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas**

   b) **Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.**

   c) **Precinct #3- 7 Mile Line & Iowa Road**

   d) **Precinct #4 – 1102 North Doolittle, Edinburg, Texas**

2. **QUANTITY:**
   Hidalgo County will purchase material "ON AN AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

3. **CONTRACT TERM:**
   Option 1 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) - three (3) month terms and contingent upon cost to

remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

4. **VENDORS PERFORMANCE:**
Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

5. **DEFAULT:**
The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

6. **TERMINATION:**
Termination in whole or part, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

7. **TERMS AND CONDITIONS:**
   a) 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.

   b) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

c) Insurance certificates as per "exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

d) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

e) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

f) Insurance requirements for this project to be maintained throughout the contract term (refer to Limits in Exhibit "C").

g) Any contract awarded to a successful bidder will be in effect until:
   a) the contract expires.
   b) delivery acceptance of products and/or performance of services ordered or
   c) terminated by County with thirty (30) days written notice prior to cancellation.

h) All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. **Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

   a) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the county may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
      i. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
      ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
      iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
      iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
      v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the county allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

   b) Price Reduction: Vendor shall notify the county at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for

items on this contract shall be reduced accordingly. Failure by the Vendor to notify the county of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall both be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contact price at the beginning of the following quarter unless a Vendor notifies the county in writing within then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) Allowable Review periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the county Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR EMAILED TO: elena.gomez@co.hidalgo.tx.us no later than Monday March 5, 2012 at 5:00 p.m. Responses to said inquires will be sent to all applicants via facsimile or via e-mail by **no later than Friday, March 9, 2012 at 5:00 p.m.**

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BID PAGE

(Commodity code 745-08)

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)	Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)	Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ **FAX №:**_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINTER NAME:_____ **DATE** ____/____/____

TITLE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
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 Commissioner's 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 Commissioner's 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

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE and TABULATION SHEET

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

OPENED 9:44 3-14-12 Witnessed

BID PAGE

(Commodity code 745-08)

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.40 /Gal.	$ 0 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.60 /Gal.	$ 0 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.00 /Gal.	$ 0 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.20 /Gal.	$ 0 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.80 /Gal.	$ 0 Hour

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.40 /Gal.	$ 0 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.60 /Gal.	$ 0 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.00 /Gal.	$ 0 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.20 /Gal.	$ 0 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.80 /Gal.	$ 0 Hour

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2012-039-02-22-MEG

BIDDER/COMPANY NAME: Performance Grade Asphalt, L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: Hitchcock, TX. 77563

PHONE №: 409-986-7740 FAX №: 409-986-7950

CELLULAR №: 281-387-9869

AUTHORIZED SIGNATURE: [signature]

PRINTER NAME: Clarke DuBose DATE 03/01/2012

TITLE: President

TABULATION SHEET
HIDALGO COUNTY (all funding sources)
MS-1 EMULSIFIED ASPHALT
BID NO.: 2012-039-02-22-MEG

DESCRIPTION	PERFORMANCE GRADE ASPHALT- SOLE BIDDER			
	OPTION 1		**OPTION 2**	
	Term-Three(3) months w/County's option to extend 3 additional 3 month terms		Term-Six(6) months w/County's option to extend additional 1 -six month term	
	Price per gallon	Demurrage after 2 hrs	Price per gallon	Demurrage after 2 hrs
LOADS of 5,000 or MORE GALLONS	2.40	0.00	2.40	0.00
LOADS of 4,000 to 4,999 GALLONS	2.60	0.00	2.60	0.00
LOADS of 3,000 to 3,999 GALLONS	3.00	0.00	3.00	0.00
LOADS of 2,000 to 2,999 GALLONS	3.20	0.00	3.20	0.00
LOADS of 1,000 to 1,999 GALLONS	3.80	0.00	3.80	0.00
√ Option Selection	Option 1_____		Option 2 _____	

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2012

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 Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	CONTACT NAME: Patsy Beall ACSR PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: patsy_beall@rustewing.com
INSURED Dubose Interests, LLC, DBA: Performance Grade P. O. Box 6 Hitchcock TX 77563	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Southwest Risk, LP INSURER B: Hallmark County Mutual Ins Co INSURER C: Texas Mutual Insurance Company — 22945 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 WC Rnwl-NEW FORM 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			VIGP013675	11/20/2011	11/20/2012	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			TXA506163-02	11/20/2011	11/20/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0012106801	2/18/2012	2/18/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

(956)292-7612 sandy.suarez@co.hidalgo.tx

County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Blackshear Jr. CIC/

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 27, 2012 3:27 PM
To: 'Leticia Saenz'
Subject: FW: Review & Approval-Contract#C-12-003-04-03-DuBose Interests LLC dba Performance Grade Asphalt LLC-HC

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, March 27, 2012 2:21 PM
To: 'Martha Salazar'
Subject: RE: Review & Approval-Contract#C-12-003-04-03-DuBose Interests LLC dba Performance Grade Asphalt LLC-HC

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, March 26, 2012 4:10 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Review & Approval-Contract#C-12-003-04-03-DuBose Interests LLC dba Performance Grade Asphalt LLC-HC
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, March 26, 2012 3:36 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Elena Gomez'
Subject: Review & Approval-Contract#C-12-003-04-03-DuBose Interests LLC dba Performance Grade Asphalt LLC-HC

Ms. Marty-

Please forward to legal for their review and approval the attached, **Contract #C-12-003-04-03** with **"DuBose Interests, LLC d/b/a Performance Grade Asphalt LLC"** for **"MS-1 Emulsified Asphalt"** (on an as needed basis) for Hidalgo County.

Note: Will be placing for final award and approval for 04/03/12 CC.

Please advise.

Thanks.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	10,000.00	515.45	-30,000.00	515.45	30,000.00	-5720.16
2-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	32,969.75	32,969.75	.00	.00	32,969.75	.00
2-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,107.50	1,107.50	.00	.00	1,107.50	.00
2-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	15,000.00	15,000.00	.00	.00	15,000.00	.00
1100 GENERAL FUND		**59,077.25**	**49,592.70**	**-30,000.00**	**515.45**	**79,077.25**	**-59.45**
1200 ROAD AND BRIDGE							
2-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	13,308.05	54,896.46	19,521.02	23,870.10	11,505.34	79.04
2-1200-431-00-121-005-0-731	PCT1 RD MAINT-ROADS	.00	4,348.92	4,348.92	.00	.00	100.00
2-1200-431-00-121-185-0-731	PCT1 COLONIA WHALEN ROAD-ROADS	.00	973.50	.00	682.00	291.50	70.06
2-1200-431-00-121-387-0-731	PCT1 LA MESA SUBDIVISION-ROADS	.00	32.89	32.89	.00	.00	100.00
2-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	37,207.18	37,207.18	30,000.00	860.00	6,347.18	82.94
2-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	41,898.74	63,048.99	21,150.25	.00	41,898.74	33.55
2-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	42,235.75	84,265.75	42,030.00	.00	42,235.75	49.88
2-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	42,127.80	104,396.70	62,268.90	.00	42,127.80	59.65
2-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	.00	32,088.54	32,088.54	.00	.00	100.00
2-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	.00	13,929.00	13,929.00	.00	.00	100.00
2-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD	.00	877,541.36	766,186.61	95,424.35	15,930.40	98.18
2-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	.00	512,790.83	321,602.77	95,985.03	95,203.03	81.43
2-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	.00	389,148.00	305,810.46	30,677.75	52,659.79	86.47
2-1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	.00	119,687.00	119,687.00	.00	.00	100.00
2-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	.00	154,145.00	154,145.00	.00	.00	100.00
2-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	75,000.00	55,395.34	13,164.91	22,022.03	20,208.40	63.52
2-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	60,641.49	199,704.64	127,401.67	40,284.90	32,018.07	83.97
2-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	.00	7,776.69	7,697.50	.00	79.19	98.98
2-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	.00	2,682.72	2,682.72	.00	.00	100.00
2-1200-431-00-123-093-0-731	PCT3 SILVER SPUR (S EXP 83- BUS 83 N)-RD	.00	2,453.00	2,453.00	.00	.00	100.00
2-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	.00	32,728.69	16,152.37	14,421.32	2,155.00	93.42
2-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	104,849.13	175,687.60	60,202.75	40,083.04	75,401.81	57.08
2-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	.00	4,363.76	4,363.76	.00	.00	100.00
1200 ROAD AND BRIDGE		**417,268.14**	**2,929,292.56**	**2,126,920.04**	**364,310.52**	**438,062.00**	**85.05**
1280 DESIGNATED PURPOSE GRANTS LVL 0							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
2-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	.00	383.01	36.21	.00	346.80	9.45
2-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	.00	25,290.82	.00	.00	25,290.82	.00
2-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	.00	6,389.10	56.73	.00	6,332.37	.89
2-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	.00	39,232.32	.00	.00	39,232.32	.00
2-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	.00	27.98	.00	.00	27.98	.00
2-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	.00	1,218.68	631.11	.00	587.57	51.79
2-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	.00	39.66	.00	.00	39.66	.00
2-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	.00	374.33	51.29	.00	323.04	13.70
2-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	.00	11.14	.00	.00	11.14	.00
2-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	.00	415.17	14.73	.00	400.44	3.55
2-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	.00	3,500.17	.00	.00	3,500.17	.00
2-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	.00	5,089.57	5,024.18	.00	65.39	98.72
2-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	.00	440.22	25.10	.00	415.12	5.70
2-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	.00	1,000.44	1,000.44	.00	.00	100.00
2-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	.00	202.51	36.89	.00	165.62	18.22
2-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	.00	99.70	.00	.00	99.70	.00
2-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	.00	125.17	52.40	.00	72.77	41.86
2-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	.00	48.11	.00	.00	48.11	.00
2-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	.00	88.21	.00	.00	88.21	.00
2-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	.00	54.82	.00	.00	54.82	.00
2-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	.00	9,514.37	.00	.00	9,514.37	.00
2-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	.00	2,681.03	.00	.00	2,681.03	.00
2-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	.00	3,305.54	9.99	.00	3,295.55	.30
2-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	.00	25,546.47	.00	.00	25,546.47	.00
2-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	.00	28,295.77	.00	.00	28,295.77	.00
2-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	.00	3,028.10	.00	.00	3,028.10	.00
2-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	.00	51,344.38	.00	.00	51,344.38	.00
2-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	.00	3,139.33	.00	.00	3,139.33	.00
2-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	.00	57,843.11	.00	.00	57,843.11	.00
2-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	.00	8,234.22	.00	.00	8,234.22	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
2-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	.00	19,382.50	.00	.00	19,382.50	.00
2-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	.00	20,954.88	.00	.00	20,954.88	.00
2-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	.00	7,597.36	.00	.00	7,597.36	.00
2-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	.00	70,641.70	.00	.00	70,641.70	.00
2-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	.00	23,307.71	.00	.00	23,307.71	.00
2-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	.00	2,762.96	.00	.00	2,762.96	.00
2-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	.00	6,257.73	62.88	.00	6,194.85	1.00
2-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	.00	5,176.48	.00	.00	5,176.48	.00
2-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	.00	19,825.43	.00	.00	19,825.43	.00
2-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	.00	10,805.17	.00	.00	10,805.17	.00
2-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	.00	4,998.57	.00	.00	4,998.57	.00
2-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	.00	650.71	29.43	.00	621.28	4.52
2-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	.00	34,554.36	.00	.00	34,554.36	.00
2-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	.00	4,734.06	.00	.00	4,734.06	.00
2-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	.00	4,998.96	.00	.00	4,998.96	.00
2-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	.00	2,523.89	53.22	.00	2,470.67	2.11
2-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	.00	1,243.43	520.20	.00	723.23	41.84
2-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	.00	8,446.69	.00	.00	8,446.69	.00
2-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	.00	2,709.13	.00	.00	2,709.13	.00
2-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	.00	2,040.10	.00	.00	2,040.10	.00
2-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	.00	2,815.19	.00	.00	2,815.19	.00
2-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	.00	3,167.17	.00	.00	3,167.17	.00
2-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	.00	2,168.81	.00	.00	2,168.81	.00
2-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	.00	5,301.00	.00	.00	5,301.00	.00
2-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	.00	3,210.05	.00	.00	3,210.05	.00
2-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	.00	6,455.05	.00	.00	6,455.05	.00
2-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	.00	3,197.95	.00	.00	3,197.95	.00
2-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	.00	93.47	.00	.00	93.47	.00
2-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	.00	3,040.38	.00	.00	3,040.38	.00
2-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	.00	4,483.01	.00	.00	4,483.01	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1280 DESIGNATED PURPOSE GRANTS LVL 0							
2-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	.00	6,253.31	.00	.00	6,253.31	.00
2-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	.00	791.88	.00	.00	791.88	.00
2-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	.00	.15	.00	.00	.15	.00
2-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	.00	3,714.35	.00	.00	3,714.35	.00
2-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	.00	550.49	.00	.00	550.49	.00
2-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	.00	2,648.93	.00	.00	2,648.93	.00
2-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	.00	467.55	.00	.00	467.55	.00
2-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	.00	3,170.46	.00	.00	3,170.46	.00
2-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	.00	5,907.15	.00	.00	5,907.15	.00
2-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	.00	924.21	.00	.00	924.21	.00
2-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	.00	4,035.48	.00	.00	4,035.48	.00
2-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	.00	3,114.03	.00	.00	3,114.03	.00
2-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	.00	7,924.34	.00	.00	7,924.34	.00
2-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	.00	11,878.44	.00	.00	11,878.44	.00
2-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	.00	570.80	.00	.00	570.80	.00
2-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	.00	726.03	.00	.00	726.03	.00
2-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	.00	1,309.21	.00	.00	1,309.21	.00
2-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	.00	1,450.77	.00	.00	1,450.77	.00
2-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	.00	1,858.56	.00	.00	1,858.56	.00
2-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	.00	6,154.46	.00	.00	6,154.46	.00
2-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	.00	7,118.66	.00	.00	7,118.66	.00
2-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	.00	1,637.83	.00	.00	1,637.83	.00
2-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	.00	12,677.54	.00	.00	12,677.54	.00
2-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	.00	1,637.83	.00	.00	1,637.83	.00
2-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	.00	23,764.24	.00	.00	23,764.24	.00
2-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	.00	5,116.65	.00	.00	5,116.65	.00
2-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	.00	4,043.66	.00	.00	4,043.66	.00
2-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	.00	6,574.55	.00	.00	6,574.55	.00
1280 DESIGNATED PURPOSE GRANTS LVL 0		**.00**	**690,528.91**	**7,604.80**	**.00**	**682,924.11**	**1.10**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
2-1312-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	.00	48,380.50	.00	.00	48,380.50	.00
2-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	.00	34,216.00	.00	.00	34,216.00	.00
2-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	.00	217,183.50	.00	.00	217,183.50	.00
2-1312-431-00-121-230-1-731	DIMAS #3-ROADS	.00	130,371.25	.00	.00	130,371.25	.00
2-1312-431-00-121-244-1-731	EL MESQUITE-ROADS	.00	134,590.10	.00	.00	134,590.10	.00
2-1312-431-00-121-388-0-731	LA MILPA S/D-ROADS	.00	38,565.00	.00	.00	38,565.00	.00
2-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	.00	149,324.98	.00	.00	149,324.98	.00
2-1312-431-00-121-495-1-731	NORTH CAPISALLO-ROADS	.00	64,787.75	.00	.00	64,787.75	.00
2-1312-431-00-121-727-0-731	TIJERINA ESTATES-ROADS	.00	14,034.25	.00	.00	14,034.25	.00
2-1312-431-00-121-727-1-731	TIJERINA ESTATES-ROADS	.00	91,121.05	.00	.00	91,121.05	.00
2-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	.00	97,107.50	.00	.00	97,107.50	.00
2-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	.00	20,419.00	.00	.00	20,419.00	.00
2-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	.00	62,438.50	.00	.00	62,438.50	.00
2-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	.00	17,365.04	.00	.00	17,365.04	.00
2-1312-431-00-122-460-1-731	MESQUITE ACRES SUBD-ROADS	.00	30.00	.00	.00	30.00	.00
2-1312-431-00-122-557-1-731	PENTECOSTAL-ROADS	.00	73,825.80	.00	.00	73,825.80	.00
2-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	.00	195,162.89	.00	.00	195,162.89	.00
2-1312-431-00-122-693-1-731	SOUTH SIDE VILLAGE-ROADS	.00	60,224.10	.00	.00	60,224.10	.00
2-1312-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	.00	61,156.10	.00	.00	61,156.10	.00
2-1312-431-00-122-890-0-731	LOS ENCINOS #1 SUBD-ROADS	.00	23,131.09	.00	.00	23,131.09	.00
2-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	.00	48,159.62	.00	.00	48,159.62	.00
2-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	.00	4,725.73	4,725.73	.00	.00	100.00
2-1312-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	.00	209,711.50	.00	.00	209,711.50	.00
2-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	.00	6,907.00	.00	.00	6,907.00	.00
2-1312-431-00-123-079-0-731	BASHAM #14-ROADS	.00	3,563.50	.00	.00	3,563.50	.00
2-1312-431-00-123-082-0-731	BASHAM #18-ROADS	.00	15,457.23	.00	.00	15,457.23	.00
2-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	.00	317,837.00	.00	.00	317,837.00	.00
2-1312-431-00-123-312-1-731	HAVANA S/D-ROADS	.00	94,401.30	.00	.00	94,401.30	.00
2-1312-431-00-123-324-0-731	HILDA SUBDIVISION #2-ROADS	.00	18,960.21	.00	.00	18,960.21	.00
2-1312-431-00-123-348-0-731	JARDIN TERRACE SUBDIVISION-ROADS	.00	112,194.75	.00	.00	112,194.75	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
2-1312-431-00-123-380-0-731	LA HOMA GROVE ESTATES-ROADS	.00	2,847.00	.00	.00	2,847.00	.00
2-1312-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	.00	89,966.00	.00	.00	89,966.00	.00
2-1312-431-00-123-421-0-731	LOMA LINDA HEIGHTS-ROADS	.00	29,224.35	.00	.00	29,224.35	.00
2-1312-431-00-123-470-1-731	MONICA ACRES-ROADS	.00	2,562.00	.00	.00	2,562.00	.00
2-1312-431-00-123-488-0-731	MUNOZ ESTATES-ROADS	.00	182,759.40	.00	.00	182,759.40	.00
2-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	.00	320,128.93	.00	.00	320,128.93	.00
2-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	.00	140,622.00	.00	.00	140,622.00	.00
2-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	.00	35,369.71	.00	.00	35,369.71	.00
2-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	.00	36,267.18	.00	.00	36,267.18	.00
2-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	.00	55,289.04	.00	.00	55,289.04	.00
2-1312-431-00-123-600-0-731	RANDOLPH BARNETT #1-ROADS	.00	46,772.14	.00	.00	46,772.14	.00
2-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	.00	95,564.69	.00	.00	95,564.69	.00
2-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	.00	90,779.50	.00	.00	90,779.50	.00
2-1312-431-00-124-260-0-731	ENGLEMAN EST-ROADS	.00	129,034.48	.00	.00	129,034.48	.00
2-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	.00	86,200.00	32,000.00	.00	54,200.00	37.12
2-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	.00	194,027.82	.00	.00	194,027.82	.00
2-1312-431-00-124-401-0-731	LAKEVIEW SUBVISION-ROADS	.00	267,295.85	267,295.85	.00	.00	100.00
2-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	.00	96,384.25	58,511.20	7,600.00	30,273.05	68.59
2-1312-431-00-124-603-0-731	RANKIN SUB-ROADS	.00	197,742.69	.00	.00	197,742.69	.00
2-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	.00	60,101.82	.00	.00	60,101.82	.00
2-1312-431-00-124-886-0-731	LABORSITA-ROADS	.00	317.38	.00	.00	317.38	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**4,524,608.47**	**362,532.78**	**7,600.00**	**4,154,475.69**	**8.18**
1315 TXDOT PROJECTS							
2-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	.00	173,071.10	173,071.10	.00	.00	100.00
2-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	.00	63,663.59	.00	.00	63,663.59	.00
2-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	.00	9,650.00	.00	.00	9,650.00	.00
1315 TXDOT PROJECTS		**.00**	**246,384.69**	**173,071.10**	**.00**	**73,313.59**	**70.24**
1331 CERT OF OBLIG,SERIES 2001							
2-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	.00	5,391.00	.00	.00	5,391.00	.00
2-1331-431-00-123-010-0-731	CO,2001-PCT3-ROADS	.00	13,294.69	13,294.69	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1331 CERT OF OBLIG,SERIES 2001							
1331 CERT OF OBLIG,SERIES 2001		**.00**	**18,685.69**	**13,294.69**	**.00**	**5,391.00**	**71.15**
1334 CERT OF OBLIG,SERIES 2004							
2-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	.00	7,818.61	.00	.00	7,818.61	.00
1334 CERT OF OBLIG,SERIES 2004		**.00**	**7,818.61**	**.00**	**.00**	**7,818.61**	**.00**
1336 CERT OF OBLIG,SERIES 2006							
2-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	.00	141,870.27	36,288.80	.00	105,581.47	25.58
2-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	.00	60,000.00	.00	.00	60,000.00	.00
2-1336-431-00-123-045-0-731	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	.00	6,050.00	6,050.00	.00	.00	100.00
2-1336-431-00-123-051-0-731	CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	.00	45,001.77	45,001.77	.00	.00	100.00
2-1336-431-00-123-081-0-731	CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	.00	134.69	.00	.00	134.69	.00
1336 CERT OF OBLIG,SERIES 2006		**.00**	**253,056.73**	**87,340.57**	**.00**	**165,716.16**	**34.51**
1339 CERT OF OBLIG,SERIES 2009							
2-1339-431-00-122-031-0-731	CO2009-PCT2 TOWER(GATO-RANCHO BLNC)-ROAD	.00	350,000.00	257,020.66	14,357.38	78,621.96	77.54
1339 CERT OF OBLIG,SERIES 2009		**.00**	**350,000.00**	**257,020.66**	**14,357.38**	**78,621.96**	**77.54**
1342 CERT OF OBLIG,SERIES 2010A&B							
2-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	.00	817,301.03	2,775.89	4,229.46	810,295.68	.86
2-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	.00	604,952.64	526,514.47	13,440.13	64,998.04	89.26
2-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	.00	16,663.80	16,663.80	.00	.00	100.00
2-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	.00	69,157.00	.00	.00	69,157.00	.00
2-1342-431-00-122-049-0-731	CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD	.00	117,772.99	72,053.14	.00	45,719.85	61.18
2-1342-431-00-122-055-0-731	CO2010A&B-PCT2 CHAVEZ(OWASSA-SIOUX)-ROAD	.00	468,870.55	.00	.00	468,870.55	.00
2-1342-431-00-123-045-0-731	CO2010A&B-PCT3 LA HOMA(SH495-FM1924)-ROA	.00	108,000.00	.00	.00	108,000.00	.00
2-1342-431-00-123-094-0-731	CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD	.00	515,039.59	300,701.38	67,944.54	146,393.67	71.58
1342 CERT OF OBLIG,SERIES 2010A&B		**.00**	**2,717,757.60**	**918,708.68**	**85,614.13**	**1,713,434.79**	**36.95**
2 YEAR 2		**476,345.39**	**11,787,725.96**	**3,916,493.32**	**472,397.48**	**7,398,835.16**	**37.23**

AI-31700 **19. C.**

CC REGULAR

Meeting Date: 04/03/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2012-00336; Nancy Salinas v. Hidalgo County Community Service Agency

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 07:11 AM
Auditor's Office	Arcilia Duran	03/29/2012 04:34 PM
Purchasing Department	Marty Salazar	03/30/2012 07:25 AM

Form Started By: Monica Badillo Started On: 03/28/2012 04:27 PM

Final Approval Date: 03/30/2012

AI-31701 **21. C.**

CC REGULAR

Meeting Date: 04/03/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2012-00336; Nancy Salinas v. Hidalgo County Community Service Agency

BACKGROUND

Atty. - Josie Ramirez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 07:11 AM
Auditor's Office	Arcilia Duran	03/29/2012 04:34 PM
Purchasing Department	Marty Salazar	03/30/2012 07:25 AM

Form Started By: Monica Badillo Started On: 03/28/2012 04:28 PM

Final Approval Date: 03/30/2012

From: Heather De La Garza
To: monica.badillo@co.hidalgo.tx.us
Cc: Steve Crain
Subject: RE: Agenda Language
Date: Thursday, March 22, 2012 2:58:02 PM

Monica,

Here is the agenda language. Steve and I agree we don't have to list each property individually. Let me know if you need anything further.

Regards,
Heather
****

"Approve execution of an Easement and Access Agreement, Quitclaim Deed, and Transfer of Easements, received from Hidalgo County Irrigation District No.1 for sixty-two (62) tracts of land, for a total of sixty-two (62) Easement and Access Agreements, sixty-two (62) Quitclaim Deeds and sixty-two (62) Transfer of Easements, pursuant to that certain Interlocal Cooperation Agreement between Hidalgo County Irrigation District No. One and Hidalgo County dated January 23, 2009."

Heather De La Garza
Attorney
ATLAS & HALL, L.L.P.
818 Pecan (78501)
P.O. Box 3725
McAllen, Texas 78502
(956) 682-5501
(956) 686-6109 (fax)
www.atlashall.com

E-MAIL NOTICE - This transmission may be: (1) subject to the attorney-client privilege, (2) subject to the attorney work product exception, or 3) contain confidential information. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this e-mail in error, please reply and notify the sender (only) of your deletion of this message. An unauthorized interception of this e-mail is a violation of federal law.

This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract.