AI-33793 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept. - Environmental Division (1100):
Requesting permission / approval of travel request for Ronnie Ramirez to attend an Animal Control Officer Training Course to obtain statutorily required continuing professional education to be held on September 26-28, 2012 in Harlingen, Texas.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No lodging or per diem costs.
PO #679075 for registration fee.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 03:50 PM
Veronica Ortiz	Veronica Ortiz	08/30/2012 03:58 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Mike Escaname Started On: 08/17/2012 03:13 PM

Final Approval Date: 08/31/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/24/12

DEPARTMENT NAME: Health & Human Services

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Ronnie Ramirez

EVENT INFORMATION

TITLE OF EVENT: Basic Animal Control Officer Training Course

EVENT DATE(S) FROM: 09/26/12 TO: 09/28/12

DEPARTURE DATE: 09/26/12 RETURN DATE: 09/28/12

LOCATION OF EVENT: CIT' Harlingen STATE: Texas

PURPOSE OF TRAVEL

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

- [x] To obtain statutorily required continuing professional education.
- [ ] To obtain continuing education related to an employee's work or maintenance of a license or certification.
- [ ] To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- [ ] To participate in professional organizations related to the employee or official's job assignment.
- [ ] To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- [ ] To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- [ ] To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- [ ] To pursue the County's interests in litigation or criminal justice.
- [ ] To promote the economic development interests of the County.
- [ ] To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

To obtain Basic Animal Control Certification

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$75.00	
Subtotal for Object Code 584	$75.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$-	
4. BUS FARE	$-	
5. RENTAL CAR	$-	
6. GASOLINE/DIESEL/FUEL		
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$-	
9. PARKING		
10. LODGING		
11. MEALS		
12. OTHER EXPENSES		
Subtotal for Object Code 583	$-	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$75.00	$

PAYMENT:

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

- AIRFARE*
- BUS**
- Rental Car**
- County Vehicle* x
- Private Vehicle*
- OTHER** (Specif

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

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

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.:
	8-17-2012	Joni L	383-6221

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.:
Veronica Ortiz	8/30/12		292-7025

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

COUNTY AUDITOR'S FORM T-1 (10/08)

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

DEPARTMENT: Hidalgo County Health & Human Services

DEPARTURE DATE: 9/26/2012 RETURN DATE: 9/28/2012

TO CITY: Harlingen STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Ronnie Ramirez

TOTAL# OF EMPLOYEES ATTENDING SEM: 1

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

A. WORKSHOP/SEMINAR REGISTRATION(S)

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

SPONSORED BY: Texas Department of State Health Services

REGISTRATION CHECK PAYABLE TO: Texas Department of State Health Services

REGISTRATION ADDRESS: 601 West Sesame Drive
harlingen, TX 78550

SEMINAR START DATE: 9/26/2012

SEMINAR END DATE: 9/28/2012

PURCHSE ORDER NO.

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

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

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending	$75.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$75.00
TOTAL 2ND PAGE (B + C + D):	$-
GRAND TOTAL (A + B + C + D)	$75.00

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

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

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Ronnie Ramirez		058598

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

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

DEPARTMENT: Hidalgo County Health & Human Services

DEPARTURE DATE: 9/26/2012 RETURN DATE: 9/28/2012

TO CITY: Harlingen STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Ronnie Ramirez

TOTAL# OF EMPLOYEES ATTENDING SEM 1

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL: HOTEL PHONE NO:

ADDRESS OF HOTEL: NFIRMATION NO.(s):

ROOM RATE: PURCHASE ORDER NO.

NUMBER OF NIGHTS: GENERAL LEDGER ACCT NO:

ROOM RATE: TOTAL NO. OF ROOMS:

NUMBER OF NIGHTS:

ROOM RATE: HOTEL TAX RATE: 15.00%

NUMBER OF NIGHTS:

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

C. CAR RENTAL(S)

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

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

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

NAME OF CAR RENTAL COMPANY:

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

PHONE NUMBER OF CAR RENTAL COMPANY:

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

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.:

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

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

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBER P.O. NO.

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

SUBTOTAL (B+C+D) $-

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

TEXAS
Department of
State Health Services

Zoonosis Control
601 West Sesame Drive
Harlingen, TX 78550
Office: (956) 444-3212
FAX: (956) 444-3216

TO: Animal Control Agencies
Humane Societies

FROM: Laura E. Robinson, DVM, MS
Zoonosis Control Veterinarian

DATE: July 23, 2012

SUBJECT: Animal Control Officer Training Course

The **DSHS Animal Control Officer Training Course** is scheduled for **September 26 - 28, 2012** in **Cameron County. Deadline for registration is August 10th**. Please submit a **COMPLETE** registration form for each student and return it to the Zoonosis Control office in Harlingen. There are no prerequisites for the course.

The Animal Control Training Manual is a strongly recommended study reference. The ACO Training Manual is available through the Zoonosis Control office and cost for the manual is $40.00.

If you have any questions, please call Letty Tamayo at (956) 444-3212.

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

Enrollment based on space availability. Course date you would like to attend: September 26-28, 2012

(Please Print Clearly)

Name (Mr., Mrs., Ms.) Ronnie Ramirez DOB 12-04-1976

Animal Control/Shelter Agency Name Hidalgo Co. Health Dept

Mailing Address (Street or PO Box) 1804 S 27th St City Edinburg Zip 78539

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

Phone Number (956) 383-0111 Ext. 274 County Hidalgo Co.

Email Ronnie.Ramirez@hchd.org Fax (956) 383-7351

Supervisor's Signature: Orlando Ramos Date: 7/24/12

Mail to:
Texas Department of State Health Services
Zoonosis Control
601 West Sesame Drive
Harlingen, Texas 78550

OR FAX to: (956) 444-3216
444-3216

For more information call: (956) 444-3212

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

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

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

Purchase Order

COUNTY OF HIDALGO

PO#: 679075

DATE: 08/06/12

VENDOR: 308501 REQ:00220359

Email:

Phone:

TEXAS DEPARTMENT OF STATE HEALTH SERVICE
ZOONOSIS CONTROL
601 WEST SESAME DRIVE
HARLINGEN TX 78550

Vendor Acct:

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:
SITE: HEALTH

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

RECEIVED
AUG 07 2012
Hidalgo County Health & Human Services

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	ED REGISTRATION FEES FOR RONNIE RAMIREZ TRAINING: BASIC ANIMAL CONTROL OFFICER TRAINING COURSE DATE: SEPTEMBER 26-28, 2012 LOCATION: HARLINGEN, TEXAS	75.00	75.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		75.00
		**********		
		For Hidalgo County use only		
		2-1100-441-00-340-001-0-584 75.00		
		Approved		

Authorized by: Martha L. Salazar

AI-33968 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas Agrilife Extension:
1. Requesting permission for Barbara Storz and three (3) staff to travel to Laredo, Texas to attend the District 12 Program Planning Workshop on September 18-19, 2012

Veterans Services:
2. Requesting permission for Emilio de los Santos to travel to Dallas, Texas to attend the Texas Veterans Commission (TVC) 65th Annual Statewide Training Conference on September 17-21, 2012 (TVC will provide lodging and meals; county will pay for mileage)

BACKGROUND

Veterans - Req #221988

Tx Agrilife - Reqs. #221962, 221986, 221997, 222003, 222005

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available funds through req. # 221962,221986,221997,222003,222005

Attachments

1
2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 09:48 AM
Veronica Ortiz	Veronica Ortiz	08/30/2012 04:48 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/30/2012 09:04 AM

Final Approval Date: 08/31/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/28/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: VETERANS SERVICES
NAME & TITLE OF EMPLOYEE(S) TRAVELING: EMILIO DE LOS SANTOS

EVENT INFORMATION

TITLE OF EVENT: TVC 65TH ANNUAL STATEWIDE TRAINING CONFERENCE

EVENT DATE(S) FROM: 09/17/12 TO: 09/21/12

DEPARTURE DATE: 09/17/12 RETURN DATE: 09/21/12

LOCATION OF EVENT: CITY: DALLAS 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.
- [ ] 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.

To maintain certification in order to remain a County Veteran Service Officer

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	$ 559.44	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ -	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 559.44	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 559.44	$

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

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	X
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:

TVC WILL PROVIDE LODGING AND MEALS FOR THIS CONFERENCE. HIDALGO COUNTY WILL BE PROVIDING TRAVEL EXPENSES ONLY FOR THIS TRIP

Req# 22988

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.:
	8-28-12		

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.:
Monica Ortiz	8/29/12		297-7025

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

cc 9/4/12

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

TEXAS VETERANS COMMISSION
65TH ANNUAL STATEWIDE TRAINING CONFERENCE

Sheraton Dallas Hotel
400 N. Olive St., Dallas, Texas
September 17 – 21, 2012

Training begins at 8:00 am on Tuesday, September 18, 2012
Adjourns Friday, September 21, 2012 at noon.

- **Room rate** is $113/single or double occupancy, plus $16.95 tax. See letter for instructions on securing your hotel reservation. We encourage you to register as soon as possible. **Only VCSOs attending initial training will be direct billed to the Texas Veterans Commission.** Online hotel reservation details are in your attached letter.
- **Conference Registration** is necessary, whether you are staying at the Sheraton or not. Registration should be done as soon as possible using www.tvc.texas.gov/tvc/registration.aspx. This is a very user-friendly website. If you have any difficulties or questions, or if internet is unavailable, please contact Nancy Gamroth at contact details below for assistance. This registration will help TVC with planning and to ensure that ample training materials are available.
- **Tuesday, August 14 at 4:30 p.m. is the cut-off date** for both the Sheraton Dallas Hotel Reservations and Conference Registration.
- **Special Needs:** Be sure to note in the area provided any special needs you require in your hotel room and/or classroom to include auxiliary aids or services, e.g., roll-in shower, refrigerator for medications, interpreter for hearing impaired, reader, large print or Braille, etc. TVC will make every effort to accommodate your request, however we cannot guarantee it.
- **Pre-Conference check-in** will be held on the 2nd Floor Foyer on Monday afternoon from 2:00–7:00 p.m. and on Tuesday morning from 7:00-8:00 a.m. The Conference begins at 8:00 a.m. on Tuesday, September 18, 2012. Training continues throughout the week with adjournment at noon on Friday, September 21, 2012.
- **Hotel check-in is at 3:00 pm.** A luggage holding area is provided on the first floor on Monday in Dallas B. During the Closing Ceremony on Friday, the holding area will be in Dallas D1, also on the first floor.
- **The hotel does not provide an airport shuttle service, however,** TVC-contracted shuttle service will be available from Love Field and DFW. Further details on the shuttle service will be forthcoming on a separate correspondence.
- **Self-parking is included** for those who attend and have a hotel reservation. While valet parking is available, TVC will not reimburse for valet parking. Self-parking at the hotel for those not authorized to stay at the hotel is reimbursable with a receipt.
- **Complimentary internet** in guest rooms is also included.
- **Financial assistance** to partially defray the costs of the training may be available to VCSOs who meet the statutory requirements under Section 434.033, Texas Government Code. Reimbursement Policy is attached.
- **Please do not supply this information to:** Non-VCSOs, members of veterans' organizations or others who wish to attend this training. Please have them contact Nancy Gamroth at contact details below.

Please contact Nancy Gamroth at training@tvc.state.tx.us or by calling (512) 463-7302 if you have any questions or for further assistance.

ELISEO "AL" CANTU, JR.
Major, US Army (Retired)
Chairman

JAMES H. SCOTT
Colonel, USAF (Retired)
Vice Chairman

THE REV. RICHARD A. McLEON, IV
US Army Veteran
Secretary

DANIEL P. MORAN
Captain, USMC (Retired)
Member

J.K. "JAKE" ELLZEY
Commander, US Navy (Retired)
Member

THOMAS P. PALLADINO
Colonel, US Army (Retired)
Executive Director

TEXAS VETERANS COMMISSION

MEMORANDUM

July 20, 2012

TO: Veterans County Service Officers and Assistants (VCSOs)

FROM: Cruz Montemayor, Chief Administrative Officer

SUBJECT: 65th Annual Statewide Training Conference
Certification or Accreditation Training

The 65th Annual Statewide Training Conference, conducted by the Texas Veterans Commission (TVC), will be held from Tuesday, September 18 – Friday, September 21, 2012, at the Sheraton Dallas Hotel, 400 N. Olive St., Dallas, Texas.

Hotel reservations are available on a first-come, first-served basis online **here**. You may also call 1-888-627-8191 to secure your reservation. Please note that all VCSOs attending the Certification or Accreditation Training are responsible for securing their own hotel reservations. VCSOs who are attending initial training should not contact the hotel but contact TVC Headquarters as soon as possible. **See attached flyer for detailed information and instructions on reservations, conference registration and more.** We encourage you to register as soon as possible.

Conference Registration is necessary, whether you are staying at the Sheraton or not. Registration should be done as soon as possible online **here.** This registration will help TVC with planning and to ensure that ample training materials are available. Tuesday, August 14, 2012 at 4:30 p.m. is the cut-off date for both the Sheraton Dallas Hotel Reservations and Conference Registration.

On Monday afternoon, September 17, 2012, the Texas Veterans Commission will host a Veterans Expo and Clinic from 3:00 p.m. to 7:00 p.m. at the Sheraton Dallas Hotel. We encourage you to attend and visit with the exhibitors during this time and also to take advantage of the pre-conference registration.

TVC sent a letter to your Commissioners Court informing them of the conference and encouraging support for your attendance. Section 434.038(a), Texas Government Code, requires VCSOs to attend Commission Training to maintain certification in order to remain in office. Certification is also required for those wishing to participate in the Commission's Accreditation Program.

This year's conference will be very informative and beneficial. The knowledge gained will enable you to better serve veterans, survivors and dependents residing in your county. If you have any questions, please contact Nancy Gamroth at **training@tvc.state.tx.us** or by calling the VCSO HQ toll-free line or (512) 463-7302.

CM/njg
Attachments

1700 N. Congress Avenue, Austin, Texas 78701-1496 | P.O. Box 12277, Austin, Texas 78711-2277
Phone: 512/463-6564 | Fax: 512/475-2395 | E-Mail: info@tvc.state.tx.us | Web: www.tvc.texas.gov
An Equal Opportunity Employer

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

8/28/12

DATE OF REQUEST: 08/22/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: Four (4)

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Barbara Storz, CEA-Horticulture; Adelita F. Munoz, CEA-FCS; Christina L. Perez, CEA-4-H & Youth Development; Brad Cowan, CEA-Agriculture

EAN Holdings
Enterprise Cantental
Reg. # 00221962

EVENT INFORMATION

TITLE OF EVENT: District 12 Program Planning Workshop
EVENT DATE(S) FROM: 9/6 08/18/12 TO: 9/6 08/19/12
DEPARTURE DATE: 9/6 08/18/12 RETURN DATE: 9/6 08/19/12
LOCATION OF EVENT: CITY: Laredo 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.
X 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).

Brad
Reimbursement for Hotel/meals/Reg.
Reg.# 00221986

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.

Barbara
Reimbursement for Hotel/meals/Registration
Reg # 00221997

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$200.00	
Subtotal for Object Code 584	$ 200.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$176.39	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$216.60	
11. MEALS	$108.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 500.99	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 700.99	$

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:

Adelita
Reimbursement for Meals + Registration
Reg. # 00222003

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.

Christina
Reimbursement for Meals/Registration
Reg.# 00222005

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 Storz	8/28/12	Nora Linda 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.:
Veronica Ortiz	8/28/12		292-7025

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

2-1100-461-00-380-001-0-583+584

CC 9/4/12

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

TEXAS AGRILIFE RESEARCH
AND EXTENSION CENTER AT WESLACO

AgriLIFE EXTENSION
Texas A&M System

August 20, 2012

MEMO TO: All District 12 County Faculty & Specialists serving District 12

SUBJECT: District 12 Program Planning Workshop
September 18-19, 2012
Staybridge Suites, Laredo

The 2012 District 12 Program Planning Workshop will be held September 18-19, 2012 at Staybridge Suites Laredo located at 7010 Bob Bullock Loop in Laredo. Registration will be from 9:00 - 9:30 a.m. with the program immediately following registration. We will be meeting in the Luna and Sol rooms. A map is enclosed.

A $50 registration fee will be charged for the workshop to cover meal and facility costs. All persons attending must register at http://agriliferegister.tamu.edu/ no later than **Tuesday, September 11**.

Below are items for your attention as you prepare:

Dress: Dress for this conference will be business casual.

Lodging: We have blocked rooms at the Staybridge Suites but reservations are your individual responsibility. Room rate is $95 and is being held under "AgriLife Extension". There is a 72 hour notice required for cancellations of room reservation. Cut off date is September 7, 2012.

Meals: The Staybridge provides a complimentary hot breakfast and will provide a dinner on Tuesday evening. We will provide lunch on both days.

- continued -

South District 12
2401 E. Highway 83
Weslaco, Texas 78596-8344

Tel. 956.968.5581
Fax. 956.969.5639
http://southtexas.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.

The items below require your attention to ensure that this event provides the most possible support to you professionally as you prepare to develop major program plans for 2013.

★ **Submit registration** via http://agriliferegister.tamu.edu/ on or before Tuesday, September 11 and make room reservations by September 7. Room blocks will be released after September 7th.

★ **Review program planning guidelines**. The Organizational Development unit has revised the guidelines for program planning. Most will remain the same with some adjustments. These documents are attached and will be available on the website for download. You are responsible for reviewing them in advance of our meeting.

★ **Meet and communicate with district and state-based specialists,** cooperating agents, LAB/Youth board/PAC committee members, partners, and others as appropriate to identify programs, plans, and tasks needed to support your program 2013.

★ **Develop draft outcome and output plans** and be prepared to share and discuss them with appropriate RPDs, co-workers, and specialists as appropriate. This includes 4-H plans in counties where there is no 4-H agent.

★ As appropriate for your assigned job responsibilities, complete pages 22-26 in the "Planning for Excellence" guide in advance of the meeting and bring 2 copies (one for DEA, one for RPD).

This shall serve as your authorization to travel to Laredo and charge expenses to your regular travel account. Please call or email if you have any questions or need further information. We look forward to seeing you there!

Sincerely,

Ruben J. Saldaña, Ed.D.
District Extension Administrator

RJS:lg

Enclosures: Tentative Agenda
Program Planning Document

cc: Dr. Darrell Dromgoole
Dr. Monty C. Dozier
Dr. Elaine K. Fries
Mr. Luis Saldaña

District 12 Program Planning Workshop
September 18-19, 2012
Staybridge Suites, Laredo

TENTATIVE AGENDA

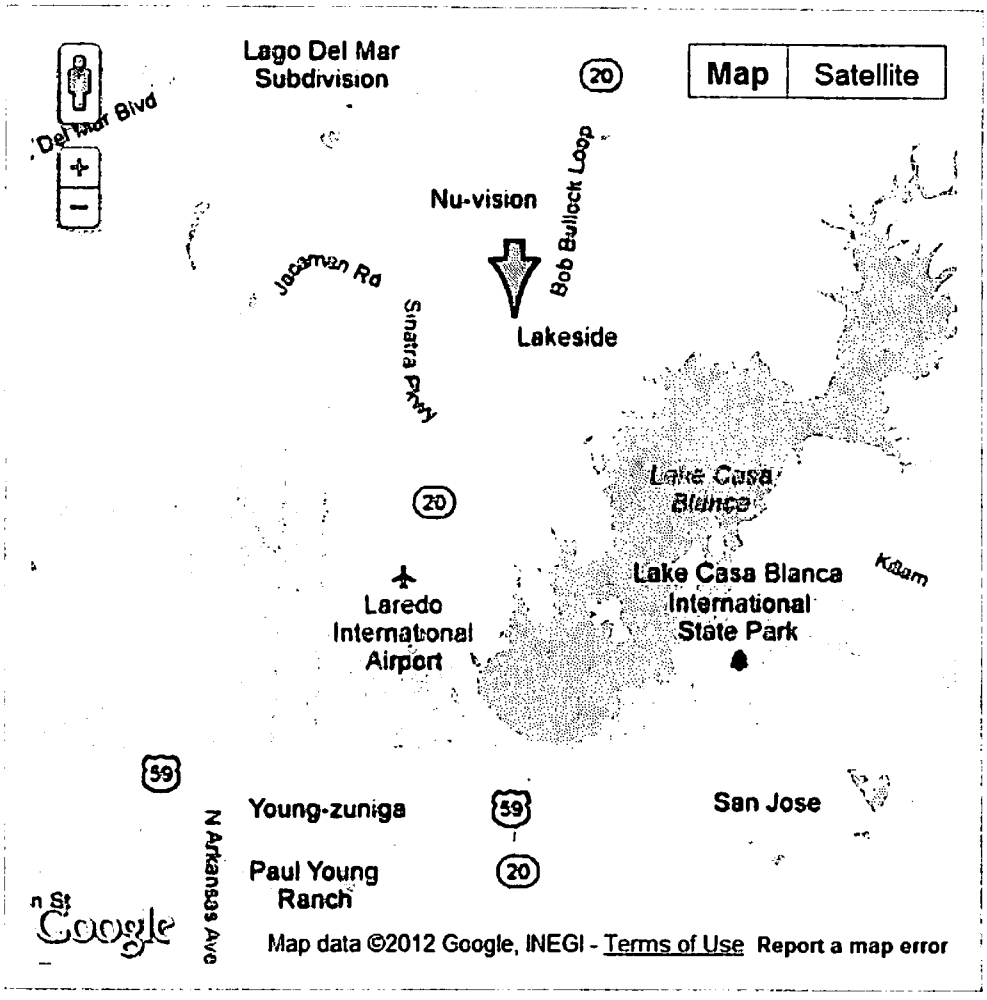
Tuesday, September 18

9:00	Registration
9:30	Opening Remarks & Overview of Program Planning Expectations - Dr. Ruben Saldana
	Community Resource & Economic Development - Drs. Monty Dozier & Elaine Fries
10:00	Texas 4-H Inc. - Luis Saldana
12:00	Lunch (provided)
	TAE4HA Meeting (immediately following lunch)
1:00	Program Planning Breakout Sessions ANR Agents - Monty Dozier FCS Agents - Elaine Fries
4:30	Association Meetings TCAAA TEAFCS
	Adjourn (immediately following association meetings)

Wednesday, September 19

8:00	Texas 4-H Inc. (Continued)
10:00	County/District 4-H Event Planning Session Discussion Items: * improving county-based events * increasing county enrollment * district event planning
	Program Planning Sessions (Wrap Up) ANR Program Planning - Monty Dozier FCS Program Planning - Elaine Fries
11:30	Administrative Update
12:00	Lunch (provided)
1:00	New Agent Training (New Agents only)
5:00	Adjourn

Staybridge Suites
7010 Bob Bullock Loop
Laredo, TX 78041
956-722-0444



Directions:

The Staybridge Suites are on the corner of Loop 20 and Jacaman Road (adjacent to La Quinta).

From I-35, take Loop 20 past the TAMIU campus to Jacaman Rd. Hotel will be on your right.

From Hwy 359, take a right onto Loop 20 past Hwy 59 and the airport to Jacaman Rd. Hotel will be on your left.

STAYBRIDGE SUITES

GUEST INFORMATION

Brad Cowan
410 N13 Ave
Edinburg TX 78541
US DESCRIPTION

Email Address:

Opt Out: [ ]
I do not wish to receive communications

MEMBERSHIP INFORMATION

Priority Club Enrollment: [ ] **Yes** [ ] **No**
Smoking Preference: **Bed Type:**
Preferred Language:

RESERVATION INFORMATION

Confirmation No.	65974426	Room Type:	Studio Suite 1 King NS	Room #:	
Arrival Date:	09-18-12	Rate Code:		Arrival Rate:	95.00 USD
Departure Date:	09-19-12	Group:	AGE		
Number of Nights:	1	Company:			
Number of Guests:	1/0				

Guest Initials:

w/TAV 108.30

SETTLEMENT INFORMATION

Payment Method: **Cash**

If any of the above information is incorrect or incomplete, please use the section below.

Name : Telephone :

Address :

City : State/Prov : Postal Code Country :

Email Address :

License Plate # : Make: Model:

Owned and Operated by K Partners

Signature:

This hotel assumes no responsibility for loss of money, jewels, or other valuables, unless placed in our safe deposit boxes located at the Front Desk. The Hotel is not responsible for contents left in room or auto. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

Initials:_____ I understand that smoking in a non-smoking room constitutes a fee of $150.00. Non-refundable.

Initials:_____ Pets are allowed at a fee of $150.00. Non-refundable.

Staybridge Suites Laredo
7010 Bob Bullock Loop
Laredo, TX 78041
Telephone: (956) 722-0444 Fax: (956) 722-0479

STAYBRIDGE SUITES

GUEST INFORMATION

Barbara Storz
US DESCRIPTION

Email Address:

Opt Out: [ ]
I do not wish to receive communications

MEMBERSHIP INFORMATION

Priority Club Enrollment: [ ] **Yes** [ ] **No**
Smoking Preference: **Bed Type:**
Preferred Language:

RESERVATION INFORMATION

Confirmation No.	65974948	Room Type:	Studio Suite 1 King NS	Room #:	
Arrival Date:	09-18-12	Rate Code:		Arrival Rate:	95.00 USD
Departure Date:	09-19-12	Group:	AGE		
Number of Nights:	1	Company:		Guest Initials:	
Number of Guests:	1/0				

w/Tax
$109.30

SETTLEMENT INFORMATION

Payment Method: Cash

If any of the above information is incorrect or incomplete, please use the section below.

Name : Telephone :

Address :

City : State/Prov : Postal Code Country :

Email Address :

License Plate # : Make: Model:

Owned and Operated by K Partners

Signature:

This hotel assumes no responsibility for loss of money, jewels, or other valuables, unless placed in our safe deposit boxes located at the Front Desk. The Hotel is not responsible for contents left in room or auto. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

Initials:_____ I understand that smoking in a non-smoking room constitutes a fee of $150.00. Non-refundable.

Initials:_____ Pets are allowed at a fee of $150.00. Non-refundable.

Staybridge Suites Laredo
7010 Bob Bullock Loop
Laredo, TX 78041
Telephone: (956) 722-0444 Fax: (956) 722-0479

Nora Cruz

From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 1:27 PM
To: Nora Cruz
Subject: FW: Confirmed: Enterprise Rent-A-Car Reservation

Thanks,

Nielda Cavazos, Administrative Assistant Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539
Phone: (956)-292-7000 ext 4853
Fax: (956) 292-7612
nielda.cavazos@co.hidalgo.tx.us

-----Original Message-----
From: Enterprise Rent-A-Car Reservations [mailto:onlinereservations@enterprise.com]
Sent: Tuesday, August 28, 2012 11:54 AM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: Confirmed: Enterprise Rent-A-Car Reservation

Dear Barbra Storz,

Thank you for choosing Enterprise. We look forward to seeing you at 5:00 pm on Monday, September 17, 2012. This message is to confirm you have updated your reservation. Following are the details for the updated
reservation:

RESERVATION INFORMATION

Confirmation Number: SWLTCK

Name: Storz, Barbra

Pick Up Date: Monday, September 17, 2012 at 5:00 pm

Drop Off Date: Thursday, September 20, 2012 at 8:00 am

Pick Up Location Address and Phone Number :

EDINBURG
615 S CLOSNER BLVD
EDINBURG, TX 78539-4661
Tel.: (956) 383-3815

Pick Up Location Hours for the week of : September 17, 2012

Monday	7:30 am	6:00 pm
Tuesday	7:30 am	6:00 pm
Wednesday	7:30 am	6:00 pm
Thursday	7:30 am	6:00 pm
Friday	7:30 am	6:00 pm
Saturday	9:00 am	Noon
Sunday	Closed	

Car and Rate Information for HIDALGO COUNTY PURCHASING:
Minivan
Chrysler Town and Country, Dodge Grand Caravan or similar

	156.00 USD	(3 Days @ 52.00)
	4.35 USD	(TEXAS PROPERTY TAX & LIC FEES)
	160.35 USD	(Subtotal)
	16.04 USD	(TEXAS MOTOR VEHICLE TAX)
	0.00 USD	(SALES TAX)
Total charges	176.39 USD	

Additional surcharges, local taxes, etc. may apply.

ENTERPRISE MILEAGE POLICY

MILEAGE IS UNLIMITED WITHIN THE RENTING STATE AND BORDERING STATE. IF TRAVELING OUTSIDE OF THESE STATES, MILEAGE WILL BE AT 200 FREE MILES PER DAY AND $.25 EACH ADDITIONAL MILE.

ENTERPRISE AGE POLICY

ALL DRIVERS MUST BE 21 YEARS OF AGE OR OLDER. DRIVERS MUST BE 25 YEARS OF AGE OR OLDER TO RENT A LARGE SPORTS UTILITY VEHICLE OR LUXURY CAR.

ENTERPRISE ADDITIONAL DRIVER POLICY

THERE WILL BE AN ADDITIONAL CHARGE OF $10.00 PER DAY FOR EACH ADDITIONAL AUTHORIZED DRIVER OTHER THAN A SPOUSE OR DOMESTIC PARTNER.

TOLL ROAD USAGE PROGRAM

Click here for more information:

http://www.htallc.com/enterprise

ENTERPRISE WILL PICK YOU UP

If you need a ride, Enterprise will pick you up, take you to our office and get you on your way, absolutely free. Call Tel.: (956) 383-3815 now to make arrangements. Geographic restrictions may apply.

TO MODIFY OR CANCEL THIS RESERVATION

Please click the link below to modify or cancel this reservation. (Note:
Modifying your location, date, or time may result in changes to your rates, taxes, surcharges or underage fee).
https://www.enterprise.com/car_rental/deeplinkmap.do?bid=001&confirmnum=SWLTCK&firstname=Barbra&lastname=Storz&cnty=US&language=EN

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 08/28/2012
Department: Hidalgo County Extension Service Requestor: Barbara Storz EXT: ____
Number of Employees: Four (4)
Employee(s) Name (DOB if requesting airfare): Barbara Storz, Christina L. Perez, Adelita F. Munoz, Brad Cowan

Destination: Laredo, Texas
Name of Seminar/Conference: District 12 Program Planning Workshop
Travel Account Number: 2-1100-461-00-380-001-0-583

HOTEL: Req. #: _____ P.O. #: _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: _____ Hotel Address: _____

Number of Rooms: _____ Hotel Phone Number: _____

Check In: _____ Check Out: _____

Single Bed or Double Beds

AUTO: Req. #: 00221962 P.O. #: Vendor # 396095

Rental Location: Enterprise, 615 S. Closner, Edinburg – 383-3815 Type of Vehicle: Mini Van

Date/Time of Pick up: 9/17/12 at 5:00 PM Date/Time of Drop off: 09/20/12 at 8:00 AM

AIRFARE: Req. #: _____ P.O. #: CITIBANK vendor #: 343277
Refundable: YES NO Airline Name: _____

Departure Date/Time: _____ Return Date/Time: _____

_____ _____
Signature: Elected Official/Department Head Date
Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: _____ Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____

Nora Cruz

From: Barbara Storz
Sent: Wednesday, August 15, 2012 9:49 AM
To: Nora Cruz
Subject: FW: [AgriLife in District 12] Program planning workshop will be Sept 18-19 at...

Nora Linda - fyi
Barbara Storz
Hidalgo County Extension Agent - Horticulture
Texas AgriLife Extension Service
Phone: 956/383-1026
Fax: 956/383-1735
e-mail: b-storz@tamu.edu

"The land-grant university system is being built on behalf of the people, who have invested in these public universities their hopes, their support, and their confidence."~ Abraham Lincoln, July 2, 1862

From: Ruben J Saldana [notification+k2qeqegr@facebookmail.com]
Sent: Tuesday, August 14, 2012 6:56 AM
To: AgriLife in District 12
Subject: [AgriLife in District 12] Program planning workshop will be Sept 18-19 at...

Ruben J Saldana posted in AgriLife in District 12



Ruben J Saldana 6:56am Aug 14

Program planning workshop will be Sept 18-19 at Staybridge Suites in Laredo. Letter & agenda on Friday. Will be covering Texas 4-H Inc.

View Post on Facebook · Edit Email Settings · Reply to this email to add a comment.

AI-33846 **Comm. Court Executive Office 5. E.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Roy Quintanilha **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Safety Division:
Requesting permission/approval of travel for Armando Guzman to attend the MSWA Supervisor Course to be held in Kingsville, Texas on October 15-18, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-50-125-003-0-XXX

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

BUDGETARY IMPACT:

Available funds through Req # 221318,221381,221322,221319

Attachments

33846

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 10:02 AM
Veronica Ortiz	Veronica Ortiz	08/30/2012 04:36 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Rosie Luna Started On: 08/22/2012 09:49 AM

Final Approval Date: 08/31/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/21/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Safety Division
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Armando Guzman - Safety Officer

EVENT INFORMATION

TITLE OF EVENT:	MSW A Supervisor Course		
EVENT DATE(S) FROM:	10/15/12	TO:	10/18/12
DEPARTURE DATE:	10/14/12	RETURN DATE:	10/18/12
LOCATION OF EVENT: CITY:	Kingsville	STATE:	Texas

PURPOSE OF TRAVEL

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

- [ ] 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.
- [ ] To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- [ ] To participate in professional organizations related to the employee or official's job assignment.
- [ ] To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- [ ] To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- [ ] To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- [ ] To pursue the County's interests in litigation or criminal justice.
- [ ] To promote the economic development interests of the County.
- [ ] To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 650.00	
Subtotal for Object Code 584	$ 650.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 348.04	
11. MEALS	$ 174.00	
12. OTHER EXPENSES	$ 111.00	
Subtotal for Object Code 583	$ 633.04	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,283.04	$

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.

Requisition #s
1. 221318
10. 221381
11. 221322
12. 221319

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

I certify that:

- [ ] 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.
- [ ] 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.:
	8-22-12	Roy Quintanilha	292-7030

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 (10/08)

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

DEPARTMENT:	Safety Division		
DEPARTURE DATE:	10/14/2012	RETURN DATE:	10/18/2012
TO CITY:	Kingsville	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Armando Guzman		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
employee will be acquiring license as MSW A Supervisor Type I Landfill

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	MSW A Supervisor Course		
SPONSORED BY:	TETC - Texas Environmental Training & Compliance		
REGISTRATION CHECK PAYABLE TO:	TETC - Texas Environmental Training & Compliance		
REGISTRATION ADDRESS:	P.O. Box 31	SEMINAR START DATE:	10/15/2012
	Frost, Texas 76641	SEMINAR END DATE:	10/18/2012
		PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 650.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	1
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:	2-1100-419-50-125-003-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A.	$	650.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	650.00
TOTAL 2ND PAGE (B + C + D):	$	-
GRAND TOTAL (A + B + C + D)	$	650.00

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	Roy Quintanilha	292-7030

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Armando Guzman	Armando Guzman	129356

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

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

DEPARTMENT: Safety Division

DEPARTURE DATE: 10/14/2012 RETURN DATE: 10/18/2012

TO CITY: Kingsville STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Armando Guzman

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL: Best Western Inn Kingsville HOTEL PHONE NO: 361-595-5656

ADDRESS OF HOTEL: 2402 East King Avenue CONFIRMATION N0.(s): 21134

Kingsville, Tx 78363

ROOM RATE: $ 77.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: 4 GENERAL LEDGER ACCT NO:

ROOM RATE: TOTAL NO. OF ROOMS:

NUMBER OF NIGHTS:

ROOM RATE: HOTEL TAX RATE: 13.00%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 348.04

C. CAR RENTAL(S)

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

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

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

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

Note: Coordination of travel is required for every group of 4 or less

PHONE NUMBER OF CAR RENTAL COMPANY:

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

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

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

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBEI P.O. NO.

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

SUBTOTAL (B+C+D) $ 348.04

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

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Armando Guzman	EMPLOYEE I.D. NO.:	129356	EMPLOYEE TITLE:	Safety Officer
DEPARTMENT:	Safety Division	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			no
DEPARTURE DATE:	10/14/12	RETURN DATE:	10/18/12		
TIME OF DEPARTURE:	3:00 PM	TIME OF RETURN:	7:00 PM		
TO CITY:	Kingsville	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING: START DATE:	10/15/2012	END DATE:	10/18/2012	ACTUAL NO. OF DAYS	4
TITLE OF WORKSHOP/CONFERENCE:	MSW A Supervisor Course				
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?					
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:
employee will be acquiring MSW A Landfill License

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 14-Oct	MONTH / DAY 15-Oct	MONTH / DAY 16-Oct	MONTH / DAY 17-Oct	MONTH/ DAY 18-Oct	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	$18.00			$90.00	
Total	$39.00	$18.00	$39.00	$39.00	$39.00	$39.00	$0.00	$0.00	$174.00	$ 174.00

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 @ $ 0.510 (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: $ 174.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-419-50-125-003-0-583

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)
Armando Guzman	Roy Quintanilha	

COUNTY AUDITOR'S FORM: T.1.5 (01/11)

TETC
TEXAS ENVIRONMENTAL TRAINING & COMPLIANCE

903.695.0288

Class Availability - Click Here (Updated Daily)

Course A. - Registration and Policies

Pulsa aquí para ver la página en español

PayPal

TETC uses the simple and secure PayPal service.
We do not store credit card information!
You do not have to register for a PayPal account, just have an email address.
All students at the end of a course must have a check or money order in the amount of $111.00 made payable to TCEQ. Cash or credit cards will not be accepted.

A Course – Type I Landfill License

This 30 hour Course covers regulatory, management, and operational knowledge meeting the educational requirements for a MSW A Supervisor's License. You have two (2) options. Option A is the 30 hour course. Options B is the course *renewal*.

This Course is intended for supervisors of Type I, IAE, and IX facilities. Sample More Info

MSW A Supervisor Course

Date/Location/Map Links

January 9-20, 2012 Brownsville
January 17-20, 2012 Denton
February 6-9 Bryan
April 23-26, 2012 Lubbock
October 15-18 Kingsville

Full Course
Early Registration - $615
Standard Registration - $650
30 Hour Course

Select your option from the box below when making your purchase

Early-Standard
Early$615.00 USD
Date
January 9-20, 2012 Brownsville
Add to Cart

Renewal Course
Early Registration - $500
Standard Registration - $540
16 Hour Course - *Renewal*

Select your option from the box below when making your purchase

Early-Standard
Early$500.00 USD
Date/Location
January 9-20, 2012 Brownsville
Add to Cart

Call to Setup Unscheduled Classes

COURSE REGISTRATION PROCESS

1. Pre-registration is mandatory for us to ensure adequate materials are provided to the course location.
2. Two Options to register:
   Option A. Complete the registration form with one form per student. Fax to (972) 692-7746
   Option B. Register above by clicking on one of the options in the red box area. Students must call (903) 695-0288 if trying to register with less than 3 business days before the course!
3. Submit registration form and payment. Remember full payment must be received 10 business days before course begins to qualify for Early Registration Fee. Only a check, credit card or on-line payment qualifies as full payment for Early Registration Fee. Purchase Orders do not qualify as full payment.
4. If requested, course manuals can sent in advance of the class for mailing and handling charges.
5. Course Completion Certificate or notification to a state regulatory agency will not be issued until the full payment of course.

If registered student is unable to attend class.

1. No charge if cancellation or course transfer is completed 10 calendar days before start of the course.
2. 70% fee refund if attendance is canceled less than 10 calendar days before course begins.
3. A $40.00 transfer fee if course transfer is made within 10 calendar days before course begins.

Complimentary courses
TETC provides complimentary courses to employees of state regulatory agencies size permitting. They must call first!
TETC provides a complimentary course to the hosting organization if the class size reaches 12.
COURSE CANCELLATION
Courses may be canceled if a minimum number of 10 students has not registered five (5) calendar days prior to start date of course.

All registered students will be notified of the cancellation.
Registrations will be transferred to another course or refunded at no charge.

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TETC 2012 TRAINING SCHEDULE

MSW A Supervisor Course

DATE		LOCATION
January	17-20	Denton
April	23-26	Lubbock
~~July~~	~~16-19~~ Registration Closed	~~Midland~~
October	15-18	Kingsville

Call to set up an unscheduled class.

MSW B Supervisor Course

DATE		LOCATION
June	11-14	San Antonio
June	25-28	Amarillo
~~August~~	~~13-16~~ Registratation Closed	~~Denton~~
September	24-27 (NEW)	Corpus Christi (Robstown)
November	5-8	Midland

Call to set up an unscheduled class.

Waste Screening

DATE		LOCATION
March	16	Haskel
~~June~~	~~22~~ Cancelled	~~Abilene~~
June	29	Amarillo
September	22	Temple
December	TBD	North Central Texas

Call to set up an unscheduled class.

REGISTRATION PROCESS

- Pre-Registration is mandatory to obtain course location information, etc.
- Complete the registration form or register through the TETC website at www.TETC-env.net
- Complete one form per student or duplicate as needed.
- Full payment must be received 10 business days before the course to qualify for Early Registration Fee. Purchase Orders do not qualify as full payment
- Upon full payment, TETC will forward course information to student. IF requested, manuals can be sent in advance of the class. If manuals are sent ahead, a mailing and handling charge will be assessed.
- Course Completion Certificate or notification to the TCEQ of course completion will not be issued until full payment is received.

REGISTRATION

Fax to: 972-692-7746
or
Email to: info@tetc-env.net

Please print **CLEARLY**. Fill out form **COMPLETELY**.

P.O. #: _____

Student Name: Armando Guzman **Company Name:** Hidalgo County Safety Division

Email: rosie.luna@co.hidalgo.tx.us **Phone:** (956)292-7030 **Fax:** (956)318-2658

Address: 2818 S. Business Hwy. 281 **City/State/Zip:** Edinburg, Texas 78539

Course Name: MSW A Supervisor Course **Course Date:** 10/15-18/12 **Full** [X] **Renewal** [ ]

TETC
P.O. Box 31
Frost, Texas 76641
Office: 903-695-0288
Fax: 972-692-7746
Email: info@tetc-env.net
www.TETC-env.net

If registered student is unable to attend class:

- *No charge if cancelation or transfer is complete 10 calendar days before the start of the course.*
- *70% refund if attendance is cancelled less than 10 calendar days before course begins.*
- *A $40.00 transfer fee if course transfer is requested less than 10 calendar days before the start of the course.*

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

Date of Travel Request Submission: 8/8/12
Department: Safety Division **Number of Employees:** 1
Employee(s) Name (DOB if requesting airfare): Armando Guzman

Destination: Kingsville, Texas
Name of Seminar/Conference: Course A – Type I Landfill License
Travel Account Number: 2-1100-419-50-125-003-0-583

HOTEL:

Req. #: _____ **P.O. #:** _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Best Western Inn Kingsville **Hotel Address:** 2402 East King Avenue, Kingsville, TX

Number of Rooms: 1 **Hotel Phone Number:** 361-595-5656

Check In: 10/14/12 **Check Out:** 10/18/12

Single Bed or Double Beds

AUTO:

Req. #: _____ **P.O. #:** _____

Rental Location: _____

Date/Time of Pick up: _____ **Date/Time of Drop off:** _____

AIRFARE:

Req. #: _____ **P.O. #:** CITIBANK vendor #: 343277

Refundable: YES NO **Airline Name:** _____

Departure Date/Time: _____ **Return Date/Time:** _____

_____ 8-15-12

Signature: Elected Official/Department Head **Date**

For Purchasing Department Office Use Only

Hotel Confirmation: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____
HCPD-TRAVEL-2011

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/21/12
DEPARTMENT NAME: Safety Division
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Armando Guzman - Safety Officer

EVENT INFORMATION

TITLE OF EVENT:	MSW A Supervisor Course		
EVENT DATE(S) FROM:	10/15/12	TO:	10/18/12
DEPARTURE DATE:	10/14/12	RETURN DATE:	10/18/12
LOCATION OF EVENT: CITY:	Kingsville	STATE:	Texas

PURPOSE OF TRAVEL

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

- ____ 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.
- ____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- ____ To participate in professional organizations related to the employee or official's job assignment.
- ____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- ____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- ____ To pursue the County's interests in litigation or criminal justice.
- ____ To promote the economic development interests of the County.
- ____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 650.00	
Subtotal for Object Code 584	$ 650.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 348.04	
11. MEALS	$ 174.00	
12. OTHER EXPENSES	$ 111.00	
Subtotal for Object Code 583	$ 633.04	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,283.04	$

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:

- ____ 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.
- ____ 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.:
	8-22-12	Roy Quintanilha	292-7030

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

- V 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.:
Monica Ortiz	8/22/12		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	
Sergio Cruz	8/22/12		

COUNTY AUDITOR'S FORM T-1 (10/08)

Requisition #s
1. 221318
10. 221381
11. 221322
12. 221319

APPROVED BY COMMISSIONERS COURT
CSN: _____

cc 9/4/12

AI-33758 **Comm. Court Executive Office 5. F.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request from Love's Travel Stops & Country Stores, Inc. to use the Milo Ponce Park on Saturday, September 22, 2012 for a fund raising event to benefit the Children's Miracle Network, a non-profit organization

BACKGROUND

Liability Insurance to be provided

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

1

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 04:26 PM
Erika Zamora	Erika Zamora	08/23/2012 08:46 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/15/2012 03:42 PM

Final Approval Date: 08/31/2012

To Whom It May Concern:

I represent loves travel stops and country store of edinburg. We are requesting the use of the Milo Ponce Park area beginning at 11am on September 22, 2012. We are having a fund raising event which will be free to the public to attend. All donations will be sent to the Children's Miracle Network.

Thank you for your kind attention in this matter

Sincerely

Ron Winters
Restaurant General Manager
Loves 284, Edinburg Texas

Phone: 956-570-6612

Milo Ponce Park
Yvonne Noriega
316-1782
Rod Guerra
Rest Gen Mgr.

HIDALGO COUNTY
RECEIVED BY
AUG 14
RUBALDO MUNOZ JR
EDINBURG TEXAS 78541

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248667584
Apr. 27, 2010 LTR 4168C E0
87-0387205 000000 00
00016609
BODC: TE

CHILDRENS MIRACLE NETWORK
205 W 700 S
SALT LAKE CTY UT 84101-2715

025338

Employer Identification Number: **-***7205
Person to Contact: Mrs. Scheper
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 16, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1983.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Client#: 259 LOVECOU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lorrie Latimer
Willis of Oklahoma, Inc. 211 North Robinson Suite 700 South Oklahoma City, OK 73102-7105 1-800-375-0650	PHONE (A/C, No, Ext): 405 552-4819 FAX (A/C, No): 405 552-4437 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Love's Travel Stops & Country Stores, Inc. Attn: Larry Dixon PO Box 26210 Oklahoma City, OK 73126	INSURER A : Ironshore Specialty Insurance C	25445
	INSURER B : Nat'l Union Fire Ins. Co. Pitts	19445
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : American International Specialt	26883
	INSURER E : Lexington Insurance Company	19437
	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			000809602	12/01/2011	12/01/2012	EACH OCCURRENCE	$9,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$0
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$0
	[X] $1,000,000 SIR						PERSONAL & ADV INJURY	$9,000,000
	[X] Liquor Liab included						GENERAL AGGREGATE	$9,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$9,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			CA0934862	12/01/2011	12/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
B	[X] ANY AUTO			CA0934863	12/01/2011	12/01/2012	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS			MCS-90 Included			BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			25030602	12/01/2011	12/01/2012	EACH OCCURRENCE	$25,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$25,000,000
	[ ] DED [X] RETENTION $25,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC0156842-00	12/01/2011	12/01/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	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
D	Pollution - Legal Liability			PLS5430822	12/01/2009	12/01/2012	$25M Aggregate	
E	Property			021469033	12/01/2011	12/01/2012	$25M Max. Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability - Self Insured $1,000,000

Waiver of Subrogation on the Workers' Compensation excludes: NJ, KY & NH

Longshore & Harbor Workers' Compensation Act Coverage Endt included #WC 00 01 06A

Stop Gap Employers Liability $1M / $1M / $1M for ND, OH, WA & WY

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County PCT 4
1051 North Doolittle Road
Edinburg, TX

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

Richard A Ross

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DESCRIPTIONS (Continued from Page 1)

INSURER B: Worker's Compensation for CALIFORNIA #WC0156842-01 12-1-2011/2012
$1M EL Ea.Acc. / $1M EL Disease Ea.Empl. / $1M EL Disease Policy Limit

---

INSURER C: Worker's Compensation for FLORIDA #WC0156842-02 12-1-2011/2012
$1M EL Ea.Acc. / $1M EL Disease Ea.Empl. / $1M EL Disease Policy Limit

---

INSURER B: Worker's Compensation for OREGON #WC0156842-03 12-1-2011/2012
$1M EL Ea.Acc. / $1M EL Disease Ea.Empl. / $1M EL Disease Policy Limit

---

INSURER C: Worker's Compensation for WISCONSIN #WC0156842-04 12-1-2011/2012
$1M EL Ea.Acc. / $1M EL Disease Ea.Empl. / $1M EL Disease Policy Limit
8420 N W Expresswway 281- Store #284-Edinburg, Tx 78539

AI-34022 **Comm. Court Executive Office 5. G.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance Division:
1. Requesting approval to extend period of internship of Jacqueline Munoz as volunteer intern to assist with storm water permit activities

Executive Office:
2. Requesting approval to authorize/appoint Kayleigh Garcia as volunteer intern

BACKGROUND

The Environmental Compliance Office is requesting approval to re-authorize a volunteer intern position to assist with storm water permits activities. Commissioners Court authorized originally on April 24, 2012 as Item 5.H under the Executive Office.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 02:20 PM
Ivan Cantu	Ivan Cantu	08/31/2012 02:45 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/31/2012 02:03 PM

Final Approval Date: 08/31/2012

AI-34015 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation honoring Maria G. Valladares celebrating her 100th Birthday

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 11:28 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/31/2012

Final Approval Date: 08/31/2012

AI-33967 **County Clerk 7. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Annette Muniz **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Final Report on Classification and Compensation Pay Plan Committee Recommendations

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 09:07 AM
Erika Zamora	Erika Zamora	08/30/2012 06:44 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/30/2012 09:01 AM

Final Approval Date: 08/31/2012

AI-33864 **IT Department 9. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Information Technology:
Authorization and approval to process payment of claim for telephone service in the amount of $50.51 through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Employee Name:	Employee ID:	Service Plan:	Dates:	MDN:
Office Use	N/A	Nationwide Unlimited Talk $54.59 + Unlimited Text $12.00 + Email&Web $29.99	July 3, 2012 through July 18, 2012	956-929-4978

BACKGROUND

On July 3, 2012 Commissioners' Court took a No Action on AI-32920 to transfer an employee phone to "Office Use"; therefore, the service should have been suspended. However the service was not suspended until July 18, 2012 therefore, the request to pay for the days before suspending service.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-001-0-532

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

BUDGETARY IMPACT:

Funds available through PO#673707 in the amount of $646.91 as of 8/30/12 for Verizon Wireless.

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 04:52 PM
Erika Zamora	Erika Zamora	08/30/2012 06:44 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Griselda Salazar Started On: 08/22/2012 03:33 PM

Final Approval Date: 08/31/2012

WIRELESS DEVICE REQUEST FORM W/2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
✓ Office Use or ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	✓ Blackberry	☐ Data Port $25/mo
☐ Equipment Change	☐ Other	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: N/A Signature: N/A

Department: I.T. Dept#: 200

Quantity: 1 956-929-4978

Service: $50.51 /mo (x) 1 month $50.51 Account: 2-1100-415-00-200-001-0-532

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

Requisition Total: 1,218.96 Requisition Number: PO 073707

STIPEND

(1) Employee: Employer ID#: Signature:

Department: Dept#:

Quantity:

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

Total:

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

Signature Print Name: Perla Ramirez Date: 8/22/12

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

Signature Print Name: Valde Guerra Date: 8/22/12

(4) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=16154,00.html EXAMPLE 2

Revised: 03/09/2011

AI-33975 **10. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

JB-Juvenile Accountability Incentive Block Grants:
1. Approval to accept FY 2013 JAIBG "Early Intervention Counseling Program" Grant Award Number: JB-11-J20-24529-02 in the amount of $37,789.00 plus local match of $4,198.78 for a total amount of $41,987.78 for the period of 9/1/12 to 8/31/13
2. Approval of certification of revenues as certified by County Auditor for the JABG "Early Intervention Counseling Program"
3. Approval to appropriate grant funds in the amount of $41,987.78 for the period of 9/1/12 to 8/31/13

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1286-423-00-330-005-3-331

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

BUDGETARY IMPACT:

Appropriation for FY 2013 JAIBG "Early Intervention Counseling Program" (1286) in the amount of $41,987.78.

Revenue Account: 2-1286-331-12-330-005-3-000
2-1286-391-01-000-100-3-000 (Local Match)

Attachments

grant award pk
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 11:03 AM
Perla Lopez	Perla Lopez	08/31/2012 10:10 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/30/2012 10:55 AM

Final Approval Date: 08/31/2012

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 29, 2012

Mr. Ramon Garcia
Hidalgo County Judge
PREVIEW - Hidalgo County - PREVIEW -
P.O.Box 267, 1001 N. Doolittle Rd.
Edinburg, Texas 78540-0337

Dear Judge Garcia:

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

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

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

Sincerely,



Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

STATEMENT OF GRANT AWARD

Grant Number:	JB-11-J20-24529-02	**CFDA or State ID:**	16.523
Program Fund:	JB-Juvenile Accountability Incentive Block Grants		
Grantee Name:	PREVIEW - Hidalgo County - PREVIEW -		
Project Title:	Early Intervention Counseling Program		
Grant Period:	09/01/2012 - 08/31/2013		
Liquidation Date:	11/29/2013		
Date Awarded:	August 29, 2012		
CJD Grant Manager:	Marta Salinas		

CJD Award Amount:	$37,789.00
Grantee Cash Match:	$4,198.78
Grantee In Kind Match:	$0.00
Total Project Cost:	$41,987.78

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

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

1

State of Texas

Office of the Governor

Criminal Justice Division

Rick Perry

Governor

Memorandum

To:	CJD Grant Recipients
From:	Aimee Snoddy, Deputy Director
Contact:	(512) 463-1919
Re:	Grantee Responsibilities
Date Awarded:	August 29, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https//:cjdonline.governor.state.tx.us:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activites as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.governor.state.tx.us/grants/what/. Grantees must electronicall submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at https://cjdonline.governor.state.tx.us/updates.aspx for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://cjdonline.governor.state.tx.us/updates.aspx to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

(1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.

(2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.

(3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

(4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
(5) Time should be recorded to the nearest quarter hour.
(6) Grantee records must include a clear calculation in how the overtime was computed.
(7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at http://www.onestarfoundation.org/page/registration/.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at http://www.onestarfoundation.org/page/org-profile. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

DATE: August 29, 2012

DEPARTMENT HEAD: Israel "Buddy" Silva, Jr.

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR., JUVENILE JUSTICE CENTER

ACCOUNT NUMBER: Expenditure: 2-1286-423-00-330-005-3-XXX
Revenue: 2-1286-331-12-330-005-3-000

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

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666b:

INCREASE OBJECT NUMBER(S)								ACCOUNT (OBJECT) NAME	AMOUNT
2-	1286-	423-	00-	330-	005-	3-	331	CJD JAIBG-Physician Services	41,987.78
								TOTAL APPROPRIATIONS	41,987.78
2-	1286-	331-	12-	330-	005-	3-	000	CJD JAIBG-Revenues	37,789.00
2-	1286-	391-	01-	000	100-	3-	000	CJD JAIBG-Local Cash Match Do not post	4,198.78
								TOTAL REVENUES	41,987.78
								FUND BALANCE IMPACT-1100	0.00
								FUND BALANCE IMPACT-1286	0.00

REASON:
To appropriate the Judge Mario E. Ramirez Jr. Juvenile Justice Center-Juvenile Probation Department-FY 2013 JAIBG "Early Intervention Counseling Program" Grant 2452902 budget in the amount of $41,987.78 for the period of 09/01/2012 to 08/31/2013. Funding from State is $37,789.0 and Local Match is $4,198.78

Israel "Buddy" Silva, Jr. Director DATE
Chief Juvenile Probation Officer

Approved by Commissioners' Court Date

Attested by County Clerk Date:

AI-33860 **Urban County 11. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The City of La Villa and Urban County Program are requesting authorization to cancel an existing contract with Noe Garza Engineers, Inc. in the amount of $8,041.00 for the 2011 Water/Sewer Improvements project which consisted of various upgrades to the water treatment plant. Noe Garza Engineers, Inc. representative has asked for termination of their contract, due to unforeseen circumstances.

BACKGROUND

Noe Garza Engineers, Inc. completed and was paid 75% of the professional service contract, which included the preliminary and design phases. The plans and specifications produced will be incorporated into the construction portion of the La Villa Water Treatment plant project. A copy of the letter from Noe Garza Engineers, Inc. agreeing to a partial contract cancelation is included.

Attachments

City of La Villa (Engineering Contract Cancellation)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 04:10 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Mary Flores Started On: 08/22/2012 03:02 PM

Final Approval Date: 08/31/2012

Hector Elizondo
Mayor

Manuel M. Hinojosa
Mayor Pro-Tem

Noel Bernal
City Administrator

Joe Contreras
Alderman Pl. 1

Mario Lopez
Alderman Pl. 3

Jorge Lopez Jr.
Alderman Pl. 4

Rosa Perez
Alderman Pl. 5

August 6, 2012

Received
AUG 7 2012
Urban County Program
By:

Monica Leal
Urban County Program Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78539

RE: Engineering Contract Cancellation

Dear Ms. Leal:

Be advised that the City of La Villa hereby cancels the Engineering contract with Noe Garza Engineers, Inc. for Urban County Year 24 Water Plant Improvements.

The City requests that your office authorize the City of La Villa to proceed with evaluating and approving an alternative engineering firm to complete the remaining portion of the engineering contract for Urban County Year 24 improvements.

If you require additional information regarding this matter, please do not hesitate to contact my office at (956) 262-2122.

Sincerely,

Noel Bernal
City Administrator

cc: Antonio "Tony" Barco, Deputy Director
Lizza Moya, Noe Garza Engineers, Inc.

NOE GARZA ENGINEERS, INC.
208 WEST FERGUSON· UNIT 2 • PHARR, TEXAS 78577
www.ngeinc.net
NSPE : TSPE : TSA
(956)783-1207
FAX (956)783-1209

March 16, 2012

Mr. Anthony Barco
Deputy Director
Hidalgo County
Urban County Program
1916 Tesoro Blvd
Pharr, TX 78577

RE: La Villa Phase II Water/Sewer Plant Improvements project - contract termination

Dear Mr. Barco,

As we discussed (March 15, 2012) Noe Garza Engineers, Inc. is not able to move forward to the bid and construction portion of the project due to the death of my father, Noe Garza, P.E.

As you are aware, my father, Noe Garza was the sole in-house Engineer for the firm and died January 9, 2012. While the plans were finished, my father did not have the opportunity to sign and seal as the P.E. before he died. To remain in compliance with Texas Board of Professional Engineers (TBPE) and submit the final plans, I repeatedly sought counsel and guidance from a compliance officer with the TBPE board. As the TBPE directed, I found an engineer to temporarily register as the NGE, Inc. in-house engineer (Sam Maldonado, P.E.) to review, sign and seal the final plans that were submitted to your office. Compliance documentation has been forwarded to Monica Leal, the program coordinator.

As a recap, NGE, Inc. has fulfilled the project through design phase, having delivered plans on February 22, 2012. Monica Leal is in possession of the full set of submitted plans on a CD-ROM.

Thank you for recognizing these exceptional circumstances and for agreeing the best solution for all parties is to terminate the contract after the design stage, so the construction portion of the project can transition to another engineering firm.

Monica has kindly offered guidance for submitting the final payment request. will follow up with her next week.

If there is anything I can do to ensure a smooth transition, please don't hesitate to let me know.

With kind regards,

Noe Garza Engineers, Inc.

By: Lizza Moya
Lizza Moya, President

AI-33833 **Urban County 11. B.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Nancy Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Emergency Solutions Grants Program "ESG" contract with Advocacy Resource Center for Housing, Inc. (ARCH) and the Hidalgo County Urban County Program approved on July 5, 2011. ARCH was initially granted funds in the amount of $58,657.00 for both Homeless Prevention activities and Essential Services. The amendment will increase the original amount by $94,705.75. The amended contract amount for ARCH will be $153,362.75. The amendment now includes the new activities under Homeless Prevention & Rapid Re-Housing, Housing Relocation & Stabilization Services, Data Collections (HMIS) and Administration.

BACKGROUND

The U.S. Department of Housing & Urban Development (HUD) approved the Urban County Program's Substantial Amendment to the Emergency Solutions Grants Program "ESG" PY 2011 Annual Action Plan on July 27, 2012. The amendment to Advocacy Resource Center for Housing, Inc. contract will include the new activities that are now part of the Emergency Solutions Grants Program. The new activities will include the Homeless Prevention & Rapid Re-Housing, Housing Relocation & Stabilization Services, Data Collections (HMIS) and Administration.

Approval is recommended.

Contract Amount awarded:	$58,657.00 (1st Allocation)
Amount Increase:	$94,705.75 (2nd Allocation) Substantial Amendment
New Contract Amount:	$153,362.75

Approval is recommended.

Attachments

ARCH Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/21/2012 04:45 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Mary Flores Started On: 08/21/2012 04:35 PM

Final Approval Date: 08/31/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

Advocacy Resource Center for Housing, Inc. (ARCH), having been certified as a non-profit, has been allocated funds under the Emergency Solutions Grants "ESG" Program. The non-profit shall carry out the following activities identified in its ESG Funds Application:

OPERATIONS UNDER HOUSING

ARCH will utilize ESG Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. ARCH was initially granted funds in the amount of **$58,657.00** for both Homeless Prevention activities and Essential Services. The subrecipient agreement between ARCH and Hidalgo County – Urban County Program was approved on July 5, 2011 and will terminate on June 30, 2013.

The Hidalgo County Urban County Program is requesting that the contract with ARCH be increased by **$94,705.75** to be able to utilize the additional funding from HUD's Emergency Solutions Grants Program 2011 Second allocation. ARCH will be utilizing the additional funding on the new activities for Homeless Prevention & Rapid Re-housing, Housing Relocation & Stabilization Services, Data Collections and Administration.

The new grant amount for ARCH will be $153,362.75.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of _____, 2012.

County:	**Non-Profit:**
Hidalgo County	**Advocacy Resource Center for Housing, Inc.**
_____	_____
Diana R. Serna	San Juana Maldonado
Urban County Director	Executive Director
Title	Title
_____	_____
Date	Date

AI-33822 **Urban County 11. C.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Nancy V. Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests approval of the Emergency Solutions Grants Program Sub-Recipient Agreements with the following for Program year 25 (2012). See attached Agreements.

#	Sub-Recipient Agency	Total Contract Amount
1	Advocacy Resource Center for Housing, Inc.	$132,380.75
2	Catholic Charities of the Rio Grande Valley	$177,000.00
3	American Red Cross – South Texas Chapter	$ 50,000.00
4	Women Together Foundation, Inc.	$189,028.03
5	The Salvation Army	$ 68,500.00
	Total:	$616,908.78

BACKGROUND

The U.S. Department of Housing & Urban Development (HUD) has approved the One Year Action Plan for Year 25 (2012) and among the plan includes the following agencies:

#	Sub-Recipient Agency	Total Contract Amount
1	Advocacy Resource Center for Housing, Inc.	$132,380.75
2	Catholic Charities of the Rio Grande Valley	$177,000.00
3	American Red Cross – South Texas Chapter	$ 50,000.00
4	Women Together Foundation, Inc.	$189,028.03
5	The Salvation Army	$ 68,500.00
	TOTAL:	$616,908.78

The subrecipient agreements were reviewed as to forms by Steve Crain on August 16, 2012.

Attachments

American Red Cross
ARCH Agreement
Catholic Charities
Salvation Army
Women Together

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/21/2012 01:46 PM

Purchasing Department Angela Garcia 08/31/2012 04:02 PM

Form Started By: Mary Flores Started On: 08/21/2012 11:42 AM

Final Approval Date: 08/31/2012

STATE OF TEXAS {

COUNTY OF HIDALGO {

2012 – YR 25
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **4th day of September, 2012** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **American Red Cross – South Texas Chapter,** a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576 ; and

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

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

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

SECTION I
Rules and Regulations

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

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 50,000.00** enumerated in **Exhibit B: Payment Schedule**.

STATE OF TEXAS {

COUNTY OF HIDALGO {

2012 – YR 25
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **4th day of September, 2012** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **American Red Cross – South Texas Chapter,** a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576 ; and

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

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

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

SECTION I
Rules and Regulations

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

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 50,000.00** enumerated in **Exhibit B: Payment Schedule**.

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

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

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

SECTION III
Records and Reports

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

SECTION IV
Monitoring Visits

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

SECTION V
Payment Requests and Program Income

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

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

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

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that Entity may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.

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

SECTION VIII
Uniform Administrative Requirements

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

SECTION IX
Audit Requirements

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

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §576.501, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

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

SECTION XI
Assets

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

Any asset acquired or improved in part or in whole with ESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a minimum of three years.

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

SECTION XII
Use as an Emergency Shelter

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

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

SECTION XIII
Indemnity Clause

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

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

SECTION XIV
Procurement

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

SECTION XV
Conflict of Interest

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

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

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

SECTION XVI
24 CFR 576

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

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

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

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

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

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

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

If to **ENTITY**:

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

If to **SUBRECIPIENT**:

American Red Cross - South Texas Chapter
P.O. Box 2202
Harlingen, TX 78551
Fed I.D. # 74-1152595

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

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

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

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

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

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

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

SECTION XIX
Participation in HMIS

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

SECTION XX
Effective Date

The effective date of this contract shall be the **4th day of September, 2012**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of December, 2013. *Non-profits funding will be for a period of one and one half (1½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2012.

_____
Cynthia Guerra
Executive Director

Subrecipient Firm Name: **American Red Cross – South Texas Chapter**
P.O. Box 2202
Harlingen, TX 78551
FED I.D.# 74-1152595

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

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

Subscribed and sworn to before me this _____ day of _____, 2012.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

Initials:_____

EXHIBIT A

STATEMENT OF WORK

Emergency Shelter
Funds will be used to pay for participant's hotel/motel when they have suffered a catastrophe.

HMIS
Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

Administration
Employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homeless prevention, rapid re-housing, and HMIS activities are eligible costs of those activities and not subject to the spending limit for administrative costs.

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Emergency Shelter (Operations)	**$41,000.00**
HMIS	**$8,000.00**
Administration	**$1,000.00**
TOTAL GRANT BUDGET:	**$ 50,000.00**

Initials:_____

Revised 8/2012

EXHIBIT B-2
PAYMENT SCHEDULE

2012 - 2013 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2012	0.00	
Aug. 2012	0.00	
Sept. 2012	3,125.00	Emergency Shelter, HMIS, Administration
Oct. 2012	3,125.00	Emergency Shelter, HMIS, Administration
Nov. 2012	3,125.00	Emergency Shelter, HMIS, Administration
Dec. 2012	3,125.00	Emergency Shelter, HMIS, Administration
Jan. 2013	3,125.00	Emergency Shelter, HMIS, Administration
Feb. 2013	3,125.00	Emergency Shelter, HMIS, Administration
March 2013	3,125.00	Emergency Shelter, HMIS, Administration
April 2013	3,125.00	Emergency Shelter, HMIS, Administration
May 2013	3,125.00	Emergency Shelter, HMIS, Administration
June 2013	3,125.00	Emergency Shelter, HMIS, Administration
July 1013	3,125.00	Emergency Shelter, HMIS, Administration
Aug. 2013	3,125.00	Emergency Shelter, HMIS, Administration
Sept. 2013	3,125.00	Emergency Shelter, HMIS, Administration
Oct. 2013	3,125.00	Emergency Shelter, HMIS, Administration
Nov. 2013	3,125.00	Emergency Shelter, HMIS, Administration
Dec. 2013	3,125.00	Emergency Shelter, HMIS, Administration
TOTALS:	**$ 50,000.00**	

Initials:_____

EXHIBIT C
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

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

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

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

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

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

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:
  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

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

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

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

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

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

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

SUBRECIPIENT must maintain proper financial records.

EXHIBIT D
Schedule of Activity

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

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

20 12 - 2013 For the Months of...	Number of Beneficiaries	Services
July 2012	29	
Aug. 2012	29	
Sept. 2012	29	Emergency Shelter, HMIS, Administration
Oct. 2012	29	Emergency Shelter, HMIS, Administration
Nov. 2012	29	Emergency Shelter, HMIS, Administration
Dec. 2012	29	Emergency Shelter, HMIS, Administration
Jan. 2013	29	Emergency Shelter, HMIS, Administration
Feb. 2013	29	Emergency Shelter, HMIS, Administration
March 2013	29	Emergency Shelter, HMIS, Administration
April 2013	29	Emergency Shelter, HMIS, Administration
May 2013	29	Emergency Shelter, HMIS, Administration
June 2013	29	Emergency Shelter, HMIS, Administration
July 1013	29	Emergency Shelter, HMIS, Administration
Aug. 2013	29	Emergency Shelter, HMIS, Administration
Sept. 2013	29	Emergency Shelter, HMIS, Administration
Oct. 2013	29	Emergency Shelter, HMIS, Administration
Nov. 2013	29	Emergency Shelter, HMIS, Administration
Dec. 2013	30	Emergency Shelter, HMIS, Administration
Total Unduplicated Year	465 persons	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2012 – YR 25
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **4th day of September, 2012** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Advocacy Resource Center for Housing, Inc.,** a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576 ; and

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

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

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

SECTION I
Rules and Regulations

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

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 132,380.75** enumerated in **Exhibit B: Payment Schedule**.

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

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

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

SECTION III
Records and Reports

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

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

SECTION V
Payment Requests and Program Income

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

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

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

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Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that Entity may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

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Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.

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

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

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

SECTION X
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SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §576.501, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

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

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

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

SECTION XII
Use as an Emergency Shelter

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

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

SECTION XIII
Indemnity Clause

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

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

SECTION XIV
Procurement

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

SECTION XV
Conflict of Interest

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

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

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

SECTION XVI
24 CFR 576

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

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

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

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

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

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

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

If to **ENTITY**:

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

If to **SUBRECIPIENT**:

Advocacy Resource Center for Housing, Inc.
2507 Buddy Owens
McAllen, TX 78504-5427
Fed I.D. # 74-2742006

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

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

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

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

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

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

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

SECTION XIX
Participation in HMIS

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

SECTION XX
Effective Date

The effective date of this contract shall be the **4th day of September, 2012**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of December, 2013. *Non-profits funding will be for a period of one and one half (1½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2012.

_____
San Juana Maldonado
Executive Director

Subrecipient Firm Name: **Advocacy Resource Center for Housing, Inc.**
2507 Buddy Owens
McAllen, TX 78504-5427
FED I.D.# 74-2742006

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

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

Subscribed and sworn to before me this _____ day of _____, 2012.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

Initials:_____

EXHIBIT A

STATEMENT OF WORK

Homeless Prevention

Financial assistance includes housing stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short or medium-term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

HMIS

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

Administration

Employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homeless prevention, rapid re-housing, and HMIS activities are eligible costs of those activities and not subject to the spending limit for administrative costs.

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES		BUDGETED AMOUNT
As identified through the Statement of Work		
Homeless Prevention		**$124,315.75**
Financial Assistance (Clients)	$ 62,315.75	
Financial Services (HR Stab. Services)	$ 62,000.00	
HMIS		**$7,065.00**
Administration		**$1,000.00**
TOTAL GRANT BUDGET:		**$ 132,380.75**

Initials:_____

EXHIBIT B-2
PAYMENT SCHEDULE

2012 - 2013 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2012	0.00	
Aug. 2012	0.00	
Sept. 2012	8,273.79	Homeless Prevention, HMIS, Administration
Oct. 2012	8,273.79	Homeless Prevention, HMIS, Administration
Nov. 2012	8,273.79	Homeless Prevention, HMIS, Administration
Dec. 2012	8,273.79	Homeless Prevention, HMIS, Administration
Jan. 2013	8,273.79	Homeless Prevention, HMIS, Administration
Feb. 2013	8,273.79	Homeless Prevention, HMIS, Administration
March 2013	8,273.79	Homeless Prevention, HMIS, Administration
April 2013	8,273.79	Homeless Prevention, HMIS, Administration
May 2013	8,273.79	Homeless Prevention, HMIS, Administration
June 2013	8,273.79	Homeless Prevention, HMIS, Administration
July 1013	8,273.79	Homeless Prevention, HMIS, Administration
Aug. 2013	8,273.79	Homeless Prevention, HMIS, Administration
Sept. 2013	8,273.79	Homeless Prevention, HMIS, Administration
Oct. 2013	8,273.79	Homeless Prevention, HMIS, Administration
Nov. 2013	8,273.79	Homeless Prevention, HMIS, Administration
Dec. 2013	8,273.90	Homeless Prevention, HMIS, Administration
TOTALS:	$ 132,380.75	

Initials:_____

EXHIBIT C
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBRECIPIENT must maintain proper financial records.

EXHIBIT D
Schedule of Activity

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

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

20 12 - 2013 For the Months of...	Number of Beneficiaries	Services
July 2012	3	Homeless Prevention, HMIS, Administration
Aug. 2012	3	Homeless Prevention, HMIS, Administration
Sept. 2012	3	Homeless Prevention, HMIS, Administration
Oct. 2012	3	Homeless Prevention, HMIS, Administration
Nov. 2012	3	Homeless Prevention, HMIS, Administration
Dec. 2012	3	Homeless Prevention, HMIS, Administration
Jan. 2013	3	Homeless Prevention, HMIS, Administration
Feb. 2013	3	Homeless Prevention, HMIS, Administration
March 2013	3	Homeless Prevention, HMIS, Administration
April 2013	3	Homeless Prevention, HMIS, Administration
May 2013	3	Homeless Prevention, HMIS, Administration
June 2013	3	Homeless Prevention, HMIS, Administration
July 1013	3	Homeless Prevention, HMIS, Administration
Aug. 2013	3	Homeless Prevention, HMIS, Administration
Sept. 2013	3	Homeless Prevention, HMIS, Administration
Oct. 2013	2	Homeless Prevention, HMIS, Administration
Nov. 2013	2	Homeless Prevention, HMIS, Administration
Dec. 2013	1	Homeless Prevention, HMIS, Administration
Total Unduplicated Year	50 families	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2012 – YR 25
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

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WITNESSETH

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

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

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

SECTION XIII
Indemnity Clause

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

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

SECTION XIV
Procurement

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

SECTION XV
Conflict of Interest

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

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

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

SECTION XVI
24 CFR 576

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

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

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

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

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

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

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

If to **ENTITY**:

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

If to **SUBRECIPIENT**:

Catholic Charities of the Rio Grande Valley
700 N Virgen de San Juan Blvd
San Juan, TX 78589
Fed I.D. # 68-0599307

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

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

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

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

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

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

SECTION XIX
Participation in HMIS

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

SECTION XX
Effective Date

The effective date of this contract shall be the **4th day of September, 2012**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of December, 2013. *Non-profits funding will be for a period of one and one half (1½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2012.

_____
Sister Norma Pimentel
Executive Director

Subrecipient Firm Name: **Catholic Charities of the Rio Grande Valley**
700 N. Virgen de San Juan Blvd.
San Juan, TX 78589-3040
FED I.D.# 68-0599307

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

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

Subscribed and sworn to before me this _____ day of _____, 2012.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

Initials:_____

EXHIBIT A

STATEMENT OF WORK

Homeless Prevention

Financial assistance includes housing stabilization services, (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities.) Funds may be used for short or medium term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

HMIS

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

Administration

Employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homeless prevention, rapid re-housing, and HMIS activities are eligible costs of those activities and not subject to the spending limit for administrative costs.

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Homeless Prevention Financial Assistance (Clients) $ 93,000.00 Financial Services (HR Stab. Services) $ 75,000.00	**$168,000.00**
HMIS	**$8,000.00**
Administration	**$1,000.00**
TOTAL GRANT BUDGET:	**$ 177,000.00**

Initials:_____

EXHIBIT B-2
PAYMENT SCHEDULE

2012 - 2013 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2012	0.00	
Aug. 2012	0.00	
Sept. 2012	11,062.50	Homeless Prevention, HMIS, Administration
Oct. 2012	11,062.50	Homeless Prevention, HMIS, Administration
Nov. 2012	11,062.50	Homeless Prevention, HMIS, Administration
Dec. 2012	11,062.50	Homeless Prevention, HMIS, Administration
Jan. 2013	11,062.50	Homeless Prevention, HMIS, Administration
Feb. 2013	11,062.50	Homeless Prevention, HMIS, Administration
March 2013	11,062.50	Homeless Prevention, HMIS, Administration
April 2013	11,062.50	Homeless Prevention, HMIS, Administration
May 2013	11,062.50	Homeless Prevention, HMIS, Administration
June 2013	11,062.50	Homeless Prevention, HMIS, Administration
July 1013	11,062.50	Homeless Prevention, HMIS, Administration
Aug. 2013	11,062.50	Homeless Prevention, HMIS, Administration
Sept. 2013	11,062.50	Homeless Prevention, HMIS, Administration
Oct. 2013	11,062.50	Homeless Prevention, HMIS, Administration
Nov. 2013	11,062.50	Homeless Prevention, HMIS, Administration
Dec. 2013	11,062.50	Homeless Prevention, HMIS, Administration
TOTALS:	$ 177,000.00	

Initials:_____

EXHIBIT C
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

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

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

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

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

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

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:
  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

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

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

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

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

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

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

SUBRECIPIENT must maintain proper financial records.

EXHIBIT D
Schedule of Activity

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

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

20 12 - 2013 For the Months of...	Number of Beneficiaries	Services
July 2012		
Aug. 2012		
Sept. 2012	8	Homeless Prevention, HMIS, Administration
Oct. 2012	8	Homeless Prevention, HMIS, Administration
Nov. 2012	8	Homeless Prevention, HMIS, Administration
Dec. 2012	8	Homeless Prevention, HMIS, Administration
Jan. 2013	8	Homeless Prevention, HMIS, Administration
Feb. 2013	8	Homeless Prevention, HMIS, Administration
March 2013	8	Homeless Prevention, HMIS, Administration
April 2013	8	Homeless Prevention, HMIS, Administration
May 2013	8	Homeless Prevention, HMIS, Administration
June 2013	8	Homeless Prevention, HMIS, Administration
July 1013	8	Homeless Prevention, HMIS, Administration
Aug. 2013	8	Homeless Prevention, HMIS, Administration
Sept. 2013	8	Homeless Prevention, HMIS, Administration
Oct. 2013	8	Homeless Prevention, HMIS, Administration
Nov. 2013	8	Homeless Prevention, HMIS, Administration
Dec. 2013	5	Homeless Prevention, HMIS, Administration
Total Unduplicated Year	125 households	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2012 – YR 25
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **4th day of September, 2012** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **The Salvation Army,** a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576; and

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

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

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

SECTION I
Rules and Regulations

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

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 68,500.00** enumerated in **Exhibit B: Payment Schedule**.

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

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

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

SECTION III
Records and Reports

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

SECTION IV
Monitoring Visits

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

SECTION V
Payment Requests and Program Income

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

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

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

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that Entity may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.

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

SECTION VIII
Uniform Administrative Requirements

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

SECTION IX
Audit Requirements

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

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §576.501, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

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

SECTION XI
Assets

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

Any asset acquired or improved in part or in whole with ESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a minimum of three years.

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

SECTION XII
Use as an Emergency Shelter

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

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

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Conflict of Interest

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

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

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24 CFR 576

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

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If to **ENTITY**:

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

If to **SUBRECIPIENT**:

The Salvation Army
1600 N. 23rd
McAllen, TX 78501
Fed I.D. # 58-0660607

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SECTION XX
Effective Date

The effective date of this contract shall be the **4th day of September, 2012**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of December, 2013. *Non-profits funding will be for a period of one and one half (1½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2012.

_____
Russ Keeney
Commanding Officer

Subrecipient Firm Name: **The Salvation Army**
1600 N. 23rd
McAllen, TX 78501
FED I.D.# 58-0660607

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

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

Subscribed and sworn to before me this _____ day of _____, 2012.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

Initials:_____

EXHIBIT A

STATEMENT OF WORK

Emergency Shelter
Funds may be used for renovation of emergency shelter facilities and the operation of those facilities.

Homeless Prevention
Financial assistance includes rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short or medium-term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

HMIS
Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

Administration
Employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homeless prevention, rapid re-housing, and HMIS activities are eligible costs of those activities and not subject to the spending limit for administrative costs.

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Emergency Shelter Essential Services $ 0.00 Operations $50,000.00	**$50,000.00**
Homeless Prevention	
HMIS	**$2,500.00**
Administration	**$1,000.00**
TOTAL GRANT BUDGET:	**$ 68,500.00**

Initials:_____

EXHIBIT B-2
PAYMENT SCHEDULE

2012 - 2013 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2012	0.00	
Aug. 2012	0.00	
Sept. 2012	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Oct. 2012	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Nov. 2012	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Dec. 2012	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Jan. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Feb. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
March 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
April 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
May 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
June 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
July 1013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Aug. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Sept. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Oct. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Nov. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Dec. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
TOTALS:	**$ 68,500.00**	

EXHIBIT C
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

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

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

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

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

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

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:
  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

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

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

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

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

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

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

SUBRECIPIENT must maintain proper financial records.

EXHIBIT D
Schedule of Activity

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

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

20 12 - 2013 For the Months of...	Number of Beneficiaries	Services
July 2012		
Aug. 2012		
Sept. 2012	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Oct. 2012	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Nov. 2012	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Dec. 2012	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Jan. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Feb. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
March 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
April 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
May 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
June 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
July 1013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Aug. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Sept. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Oct. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Nov. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Dec. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Total Unduplicated Year	800	

STATE OF TEXAS {

COUNTY OF HIDALGO {

2012 – YR 25
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **4th day of September, 2012** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Women Together Foundation, Inc.,** a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576; and

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

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576;

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

SECTION I
Rules and Regulations

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

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$ 189,028.03** enumerated in **Exhibit B: Payment Schedule**.

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

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

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

SECTION III
Records and Reports

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

SECTION IV
Monitoring Visits

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

SECTION V
Payment Requests and Program Income

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

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

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

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that Entity may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.

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

SECTION VIII
Uniform Administrative Requirements

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

SECTION IX
Audit Requirements

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

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §576.501, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County-Urban County Program and Women Together Foundation, Inc.**

SECTION XI
Assets

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

Any asset acquired or improved in part or in whole with ESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a minimum of three years.

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

SECTION XII
Use as an Emergency Shelter

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

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

SECTION XIII
Indemnity Clause

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

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

SECTION XIV
Procurement

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

SECTION XV
Conflict of Interest

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

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

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

SECTION XVI
24 CFR 576

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

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

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

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

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

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

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

If to **ENTITY**:

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

If to **SUBRECIPIENT**:

Women Together Foundation, Inc.
511 N. Cynthia
McAllen, TX 78501
Fed I.D. # 74-2007536

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

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

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

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

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

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

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

SECTION XIX
Participation in HMIS

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

SECTION XX
Effective Date

The effective date of this contract shall be the **4th day of September, 2012**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of December, 2013.** ***Non-profits funding will be for a period of one and one half (1½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 2012.

_____
Estella De Anda
Executive Director

Subrecipient Firm Name: **Women Together Foundation, Inc.**
511 N. Cynthia
McAllen, TX 78501
FED I.D.# 74-2007536

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

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

Subscribed and sworn to before me this _____ day of _____, 2012.

_____
Notary - Signature

Witness:

_____

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

Initials:_____

EXHIBIT A

STATEMENT OF WORK

Emergency Shelter

Funds may be used for renovation of emergency shelter facilities and the operation of those facilities, as well as services for the residents (including case management, child care, education, employment assistance and job training, legal, mental health, substance abuse treatment, transportation, and services for special populations.) This includes salaries for caseworkers.

HMIS

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

Administration

Employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homeless prevention, rapid re-housing, and HMIS activities are eligible costs of those activities and not subject to the spending limit for administrative costs.

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Emergency Shelter	**$185,528.03**
HMIS	**$2,500.00**
Administration	**$1,000.00**
TOTAL GRANT BUDGET:	**$ 189,028.03**

Initials:_____

Revised 8/2012

EXHIBIT B-2
PAYMENT SCHEDULE

2012 - 2013 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2012	0.00	
Aug. 2012	0.00	
Sept. 2012	11,814.25	Emergency Shelter, HMIS, Administration
Oct. 2012	11,814.25	Emergency Shelter, HMIS, Administration
Nov. 2012	11,814.25	Emergency Shelter, HMIS, Administration
Dec. 2012	11,814.25	Emergency Shelter, HMIS, Administration
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May 2013	11,814.25	Emergency Shelter, HMIS, Administration
June 2013	11,814.25	Emergency Shelter, HMIS, Administration
July 1013	11,814.25	Emergency Shelter, HMIS, Administration
Aug. 2013	11,814.25	Emergency Shelter, HMIS, Administration
Sept. 2013	11,814.25	Emergency Shelter, HMIS, Administration
Oct. 2013	11,814.25	Emergency Shelter, HMIS, Administration
Nov. 2013	11,814.25	Emergency Shelter, HMIS, Administration
Dec. 2013	11,814.28	Emergency Shelter, HMIS, Administration
TOTALS:	$ 189,028.03	

Initials:_____

EXHIBIT C
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

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

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

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

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

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

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:
  UM - Unaccompanied Men
  UW - Unaccompanied Women
  UFY - Unaccompanied Female Youth under 18 years of age
  UMY - Unaccompanied Male Youth under 18 years of age
  SPF - Single Parent Families
  TPF - Two Parent Families
  AC - Adult Couples without children
  DK - Don't Know

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

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

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

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

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

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

SUBRECIPIENT must maintain proper financial records.

EXHIBIT D
Schedule of Activity

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

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

20 12 - 2013 For the Months of...	Number of Beneficiaries	Services
July 2012		
Aug. 2012		
Sept. 2012	333	Emergency Shelter, HMIS, Administration
Oct. 2012	333	Emergency Shelter, HMIS, Administration
Nov. 2012	333	Emergency Shelter, HMIS, Administration
Dec. 2012	333	Emergency Shelter, HMIS, Administration
Jan. 2013	333	Emergency Shelter, HMIS, Administration
Feb. 2013	333	Emergency Shelter, HMIS, Administration
March 2013	333	Emergency Shelter, HMIS, Administration
April 2013	333	Emergency Shelter, HMIS, Administration
May 2013	333	Emergency Shelter, HMIS, Administration
June 2013	333	Emergency Shelter, HMIS, Administration
July 1013	333	Emergency Shelter, HMIS, Administration
Aug. 2013	333	Emergency Shelter, HMIS, Administration
Sept. 2013	333	Emergency Shelter, HMIS, Administration
Oct. 2013	333	Emergency Shelter, HMIS, Administration
Nov. 2013	333	Emergency Shelter, HMIS, Administration
Dec. 2013	333	Emergency Shelter, HMIS, Administration
Total Unduplicated Year	5328 persons	

AI-33821 **Urban County 11. D.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Lupita V. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 4's proposed budget and program amendment for Fiscal Years 21, 22, 23 & 25 (2008,2009,2010,& 2012) work plans. The proposed amendment will decrease the Fire Station Equipment- deleting the Linn/San Manuel Fire Station project; and create a Parks, Recreational Facility Improvements Line item for the development of Sunflower Park in the Precinct No. 4 area.

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 4, the proposed amendment for Fiscal Years 21, 22, 23 & 25 (2008,2009,2010,& 2012) work plans. The proposed amendment will decrease the Fire Station Equipment- deleting the Linn/San Manuel Fire Station project; and create a Parks, Recreational Facility Improvements Line item for the development of Sunflower Park in the Precinct No. 4 area.

BACKGROUND

A Public Hearing was held on September 4, 2012 at 9:30 A.M. and citizen participation requirements have been met. Hidalgo County Precinct No. 4 proposed budget and program amendment for Fiscal Years 21,22,23 & 25 (2008,2009,2010,& 2012) work plans. The proposed amendment will decrease the Fire Station Equipment- deleting the Linn/San Manuel Fire Station project; and create a Parks, Recreational Facility Improvements Line item for the development of Sunflower Park in the Precinct No. 4 area. A total of $319,865.68 will be allocated for the development of Sunflower Park. Note that this will be a multi-year funded Parks, Recreational Facility Improvements Project which will be completed in several phases. (See attached copy of Public Hearing Notice).

Attachments

Public Hearing Notice Pct 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/21/2012 01:03 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Mary Flores Started On: 08/21/2012 11:11 AM

Final Approval Date: 08/31/2012

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 4
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County Precinct No. 4 will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to its Urban County program, Years 21, 22, 23 & 25 (2008,2009,2010 & 2012).

The Public Hearing will be held on Tuesday, September 4, 2012 at 9:30 a.m. at County Commissioner's Court located at 415 W University Drive in Edinburg, Texas 78539.

Following is the proposed Budget and Program Amendment for your consideration:

Existing Budget	Year 21 Activities	Proposed Budget
$55,130.11	Fire Station Equipment (-$15,130.11)	$ 40,000.00
$ 0.00	Parks, Recreational Facility Imp. (+$15,130.11)	$ 15,130.11
$55,130.11	TOTAL	$ 55,130.11

Existing Budget	Year 22 Activities	Proposed Budget
$220,866.42	Fire Station Equipment (-$180,866.42)	$ 40,000.00
$ 0.00	Parks, Recreational Facility Imp. (+$180,866.42)	$180,866.42
$220,866.42	TOTAL	$ 220,866.42

Existing Budget	Year 23 Activities	Proposed Budget
$41,186.45	Fire Station Equipment (-$29,869.15)	$11,317.30
$ 0.00	Parks, Recreational Facility Imp. (+$29,869.15)	$29,869.15
$41,186.45	TOTAL	$ 41,186.45

Existing Budget	Year 25 Activities	Proposed Budget
$94,000.00	Fire Station Equipment (-$94,000.00)	$ 0.00
$ 0.00	Parks, Recreational Facility Imp. (+$94,000.00)	$94,000.00
$94,000.00	TOTAL	$94,000.00

The proposed amendment will DECREASE the Fire Station Equipment line item for all four years and CREATE a Parks, Recreational Facility Improvements line item for a new project: Sunflower Park which will include complete development.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 787-8127. Written comments may be forwarded to:

Commissioner Joseph Palacios
1051 N. Doolittle Road

Edinburg, Texas 78542

AI-34014 **Elections Administration 12. B.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Yvonne Ramon **Submitted By:** Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Requesting authorization for the Hidalgo County Elections Department to apply for the Voting Access for Individuals with Disabilites Grant Program. The purpose of this program is for counties to make polling places accessible and provide the same opportunity for access and participation to individuals with disabilities.

BACKGROUND

Attachments

Announcement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 01:29 PM
Roland Garcia	Angela Garcia	08/31/2012 03:58 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Melanie Esparaza Started On: 08/31/2012 11:07 AM

Final Approval Date: 08/31/2012

8/6 @ 10:30 am
LATER

Notice of Funding Availability for Voting Access for Individuals with Disabilities Grant Program

Introduction:
The Texas Secretary of State (SOS) announces the availability of federal funds for counties to make polling places accessible and provide the same opportunity for access and participation to individuals with disabilities.

Authority:
The availability of funds is authorized by Title II, Subtitle D, Section 261 of the Help America Vote Act (HAVA) (42 U.S.C. 15461).

Eligible Applicants:
All Texas counties.

Use of Funds:
Polling Places Accessibility

1. Making pathways more accessible by building or repaving sidewalks.
2. Construction or repair of ramps and threshold ramps.
3. Constructing curb cuts and adding handrails.
4. Establishing accessible parking spaces closer to the accessible entrance.
5. Providing adequate signage showing where accessible parking and entrances are located and indicating that service animals are welcome.
6. Purchasing hardware that will make it easy for persons with limited mobility or grasping ability to open doors.
7. Other expenditures that improve polling place accessibility deemed reasonable and necessary by the SOS.

Opportunity for Access and Participation to Individuals with Disabilities

1. Magnifiers.
2. Signature guides.
3. Accessible voting booths or tables.
4. Seats to accommodate persons who have difficulty standing for long periods of time.
5. Telephones in order to allow the use of all Relay Texas services including speech-to–speech relay.
6. Informational material to be written in large print and in Braille.
7. Other expenditures that provide the same opportunity for access and participation to individuals with disabilities deemed reasonable and necessary by the SOS.

Funding Restrictions:
Funds used for permanent improvements such as repaving sidewalks and curb cuts may only be applied to county owned property utilized for a polling location used during a federal election.

Available Funding:
Polling Places Accessibility
Funding requests may not exceed $50,000. The SOS will make every effort to accommodate all eligible requests, but if the proposals received exceed the total available funding, the SOS may make awards based on pro rata reductions or via an assessment of need. The SOS will negotiate with the applicants if the full request cannot be accommodated.

Opportunity for Access and Participation to Individuals with Disabilities
Funding requests may not exceed $25,000. The SOS will make every effort to accommodate all eligible requests, but if the proposals received exceed the total available funding, the SOS may make awards based on pro rata reductions or via an assessment of need. The SOS will negotiate with the applicants if the full request cannot be accommodated.

Funding Period:
Obligations for eligible expenditures must be incurred during the following time period:
August 1, 2012 through July 31, 2013

Funding Requirements:
Funding requests must identify: 1) the area(s) outlined in the "Use of Funds" that the project will address, 2) a justification demonstrating the need for the project, 3) the range of coverage (e.g. one facility, multiple facilities, etc…), and 4) a detailed budget.

A copy of the "Americans with Disabilities Act (ADA) Checklist for Polling Places" must be completed and kept on file with the County Clerk or Election Administrator for the county. A copy of the checklist can be found at http://www.usdoj.gov/crt/ada/votingck.htm.

All Texas counties must be in compliance with all applicable federal and state laws and regulations, including the terms and conditions set forth in the acceptance of the grant. The terms and conditions can be viewed at http://www.sos.state.tx.us/elections/hava/funding.shtml under the bullets labeled "Making Polling Places Accessible Terms and Conditions of Grant Funding" and "Provide the Same Opportunity for Access and Participation to Individuals with Disabilities Terms and Conditions of Grant Funding."

Requesting the Application:
The county judge, as chief executive officer for the county, must submit a budget via the Texas HAVA online grant system (http://hava.tamu.edu/) and be approved by the Secretary of State's Office. The county judge will use the same user ID and password that was used for previous HAVA funding requests (e.g., voting system acquisition funding). For inquiries, contact the Elections Funds Management team, toll-free at 1.800.252.2216 (select 3 from the voice menu), or email efmadmin@sos.state.tx.us.

Budget Submission Deadline:
Budgets may be submitted via the Texas HAVA online grant system effective immediately and will be accepted through August 31, 2012. Counties are reminded that obligations may be incurred effective August 1, 2012; however, counties are advised that any obligations must include a contingency that the commitment is subject to change based on available funding.

AI-33898 **Auditor's Office 13. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Approval of 2012 Certification of New Sources of Revenue

2. Presentation of 2013 Statement of Estimated Available Resources

BACKGROUND

Handouts will be provided during the Commissioners Court meeting.

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/27/2012 01:47 PM
Erika Zamora	Erika Zamora	08/30/2012 03:05 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Maria Medina Started On: 08/27/2012 01:15 PM

Final Approval Date: 08/31/2012

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

August 27, 2012

The Honorable Ramon Garcia, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues for the General, Special Revenue, Debt Service, and Enterprise Funds. These amounts are included in the projected ending fund balances at December 31, 2012. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

GENERAL FUND

2-1100-331-20-300-000-0-000	FEMA-Extreme Wildlife Threat Reimbursement	$5,174.85
2-1100-334-00-080-001-0-000	TDPRS-Title IV-E County Legal Services Contract	70,000.00
2-1100-334-00-360-001-0-000	TDPRS-Title IV-E Child Welfare Services Contract	10,000.00
2-1100-341-10-060-006-0-000	Justice of the Peace-Jury Fees	250.00
2-1100-341-10-090-017-0-000	District Clerk-Failure to Appear Adm Fee	500.00
2-1100-341-10-110-000-0-000	Tax Abatement Application Fee	1,000.00
2-1100-341-10-140-045-0-000	Tax A/C-Commissions & Costs-City of Edinburg	70,000.00
2-1100-341-10-140-046-0-000	Tax A/C-Commissions & Costs-City of Hidalgo	30,000.00
2-1100-341-10-140-047-0-000	Tax A/C-Commissions & Costs-Hidalgo ISD	29,000.00

2-1100-341-10-150-000-0-000	County Treasurer Fees	600.00
2-1100-341-10-180-016-0-000	County Clerk-Failure to Appear Adm Fee	1,000.00
2-1100-342-10-060-004-0-000	Justice of the Peace-Pct. 2 Arrest Fees	75.00
2-1100-351-20-090-002-0-000	District Clerk-Court Ordered Restitution	2,060.00
2-1100-351-20-320-001-0-000	Adult Probation-Court Ordered Restitution	1,500.00
2-1100-361-11-000-006-0-000	Interest Earnings -County Clerk Now Interest	126.69
2-1100-363-00-000-000-0-000	Escheats	163,323.60
2-1100-392-10-000-000-0-000	Sale of General Capital Assets	37,256.00
	Total General Fund	$421,866.14

SPECIAL REVENUE FUNDS

2-1200-341-50-000-000-0-000	Administration BCAP Indirect Costs	$28,058.09
2-1200-341-50-121-000-0-000	Precinct 1 BCAP Indirect Costs	8,179.57
2-1200-360-00-121-000-0-000	Precinct 1 Miscellaneous Revenue	53.53
2-1200-360-00-123-001-0-000	Road Dist#5 Tax Collections	2,900.00
2-1200-360-00-124-001-0-000	Road Dist#15 Tax Collections	450.00
2-1220-361-10-000-000-0-000	Interest Earnings	3.41
2-1221-361-10-000-000-0-000	Interest Earnings	1.70
2-1223-352-30-080-001-0-000	Court Ordered Confiscations	93,912.65
2-1223-360-00-000-000-0-000	Miscellaneous	110.00
2-1224-352-30-080-000-0-000	Court Ordered Confiscations-10% Drug Rehab	2,668.00
2-1224-361-10-000-000-0-000	Interest Earnings	4.41
2-1225-341-10-080-000-0-000	DA Pre-trial Intervention Fee	250,000.00
2-1225-361-10-000-000-0-000	Interest Earnings	16.52
2-1226-361-10-000-000-0-000	Interest Earnings	2.90
2-1227-352-30-280-000-0-000	Court Ordered Confiscations	14,818.10
2-1227-361-10-000-000-0-000	Interest Earnings	250.00
2-1228-352-30-280-000-0-000	Court Ordered Confiscations	1,250,008.26
2-1228-361-10-000-000-0-000	Interest Earnings	3,500.00
2-1229-352-30-280-000-0-000	Court Ordered Confiscations	92,673.54
2-1229-361-10-000-000-0-000	Interest Earnings	1,200.00
2-1234-361-10-000-000-0-000	Interest Earnings	1.37
2-1235-361-10-000-000-0-000	Interest Earnings	8.31
2-1236-361-10-000-000-0-000	Interest Earnings	1.02
2-1237-361-10-000-000-0-000	Interest Earnings	1,800.00
2-1238-361-10-000-000-0-000	Interest Earnings	5.97
2-1239-361-10-000-000-0-000	Interest Earnings	400.00
2-1240-341-10-090-001-0-000	Juvenile Delinquency Prevention-District Clerk	50.00
2-1240-341-10-180-001-0-000	Juvenile Delinquency Prevention-County Clerk	5.00
2-1241-361-10-000-000-0-000	Interest Earnings	.68
2-1242-361-10-000-000-0-000	Interest Earnings	1,300.00
2-1243-361-10-000-000-0-000	Interest Earnings	200.00
2-1245-361-10-000-000-0-000	Interest Earnings	200.00

2-1246-361-10-000-000-0-000	Interest Earnings	300.00
2-1247-360-00-000-000-0-000	Miscellaneous	125.00
2-1247-361-10-000-000-0-000	Interest Earnings	600.00
2-1250-361-10-000-000-0-000	Interest Earnings	9.51
2-1251-352-30-270-011-0-000	HIDTA Chpt 59-Court Ordered Confiscations	7,667.75
2-1251-361-10-270-000-0-000	Interest Earnings	1,800.00
2-1252-352-30-270-012-0-000	HIDTA US Treasury-Court Ordered Confiscations	1,200,997.50
2-1252-361-10-270-000-0-000	Interest Earnings	3,000.00
2-1253-361-10-270-000-0-000	Interest Earnings	300.00
2-1254-352-30-270-014-0-000	HIDTA USDJ-Court Ordered Confiscations	6,797.53
2-1254-361-10-270-000-0-000	Interest Earnings	500.00
2-1256-361-10-270-000-0-000	Interest Earnings	6.62
2-1295-360-00-330-000-0-000	Miscellaneous	562.63
2-1295-361-10-330-000-2-000	Interest Earnings	900.00
	Total Special Revenue Funds	$2,976,349.57

DEBT SERVICE FUNDS

2-1401-361-10-000-000-0-000	Interest Earnings	$150.00
2-1401-391-01-000-200-0-000	Transfers In-R&B Co Wide	0.01
2-1432-361-10-000-000-0-000	Interest Earnings	1,000.00
2-1434-361-10-000-000-0-000	Interest Earnings	2,500.00
2-1435-361-10-000-000-0-000	Interest Earnings	6,500.00
2-1436-361-10-000-000-0-000	Interest Earnings	2,800.00
2-1438-361-10-000-000-0-000	Interest Earnings	1,200.00
2-1439-361-10-000-000-0-000	Interest Earnings	2,000.00
2-1440-361-10-000-000-0-000	Ref Bonds,2009A-Interest Earnings	250.00
2-1441-331-11-000-000-0-000	Cert of Oblig, 2009B&C – BAB's Interest Reimb	155,937.49
2-1441-361-10-000-000-0-000	Cert of Oblig, 2009B&C – Interest Earnings	1,300.00
2-1442-331-11-000-000-0-000	Cert of Oblig, 2010A&B – BAB's Interest Reimb	357,652.40
2-1442-361-10-000-000-0-000	Cert of Oblig, 2010A&B – Interest Earnings	3,100.00
	Total Debt Service Funds	$534,389.90

ENTERPRISE FUND

2-2101-361-10-000-000-0-000	Sanitary Landfill – Interest Earnings	$1,500.00
2-2102-361-10-000-000-0-000	Jail Commissary – Interest Earnings	300.00
	Total Enterprise Fund	$1,850.00

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/27/12
Date

AI-33862 **Planning Department 14. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Raul E. Sesin, PE **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. BF Subdivision – Pct. 1 (Humberto Garza)

2. Preliminary Approval
a. Buenos Aires Subdivision – Pct. 1 (Noe Salazar)
b. Las Estrellas No. 4 Subdivision – Pct. 3 (Forrest Runnels Jr.)
c. Presidio Estates Subdivision – Pct. 1 (Kyndel Bennett)

3. Final Approval
a. Azteca Estates Subdivision – Pct. 1 (Kyndel Bennett)
b. Comanche Estates Subdivision – Pct. 1 (Kyndel Bennett)
c. Lerma Estates Phase I Subdivision – Pct. 1 (Ramiro Lerma)
d. Santoy's Estates Subdivision – Pct. 3 (Jose L. Santoy)
e. Los Gomez Subdivision – Pct. 2 (Julio Gomez)

4. Final Approval with Financial Guarantee
a. Guajardo Acre Subdivision – Pct. 1 (Cesar Guajardo)
b. Cantu Heights Subdivision – Pct. 3 (Alfredo Cantu Jr.)

5. Final Approval with Variance Request
a. Mandalay Bay Phase 2 Subdivision – Pct. 4 (Richard Garza)

BACKGROUND

Attachments

BF Subdivision - Preliminary
BF Subdivision; Plat
Buenos Aires Subdivision; Preliminary
Buenos Aires; Plat
Las Estrellas No 4; Preliminary
Las Estrellas 4; Plat
Presidio Estates; Preliminary
Presidio Estates; Plat
Azteca Estates; Final
Azteca Estates; Plat
Comanches Estates; Final

Comanche Estates; Plat
Lerma Estates Ph I; Final
Lerma Estates Ph I; Plat
Santoys Estates; Final
Santoys Estates; Plat
Los Gomez; Final
Los Gomez; Plat
Guajardo Acres; Final
Guajardo Acres; Plat
Cantu Heights; Final
Cantu Heights; Plat
Mandalay Bay Phase 2;Final
Mandalay Bay Ph 2; Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 04:11 PM
Olga Garza	Olga Garza	08/24/2012 01:54 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Nora Cavazos Started On: 08/22/2012 03:19 PM

Final Approval Date: 08/31/2012

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **BF** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **MELDEN & HUNT INC.** DEVELOPER: **HUMBERTO J. GARZA**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **29** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Mile 12 ½ North Rd approximate ¼ mile East of Mile 2 West Rd.**

SUBDIVISION LIES WITHIN THE:
- ☐ *The rural area of the County.*
- ☐ *ETJ of ___ and was approved administratively by said City.*
- ☒ *ETJ of* **Weslaco** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **02-24-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"AE"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Approximate 660 feet west and south adjacent of subdivision.**

ROAD R.O.W. DEDICATION: **35 feet to Mile 12 ½ Road by this plat.**

H.C.R.O.W.APPROVED DATE: **08-09-2012** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
- ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez.**
- ☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
- ☐ SANITARY SEWER BY: _____ LINE SIZE: _____ LOCATION: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Mile 12 ½ North Rd .**

H.C.O.E.C. APPROVED DATE: **08-15-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice 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.

☒ **LARGE CONSTRUCTION**

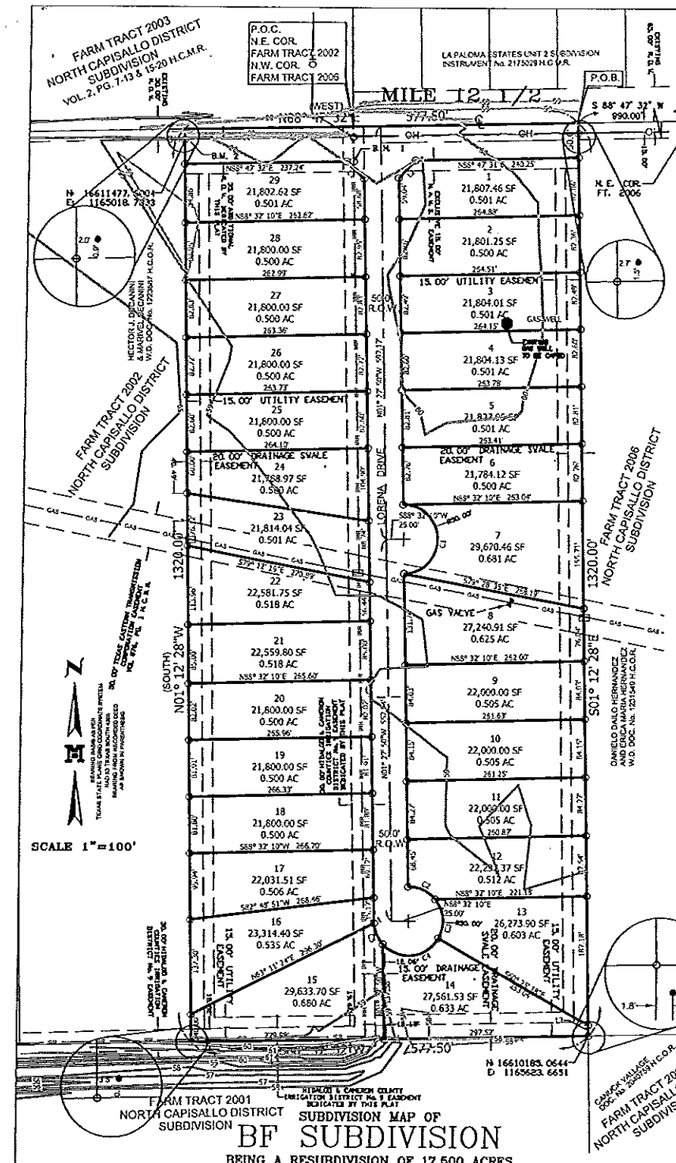
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
- ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
- ☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____ *Amount: $_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:
- ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Weslaco** .
- ☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
- ☐ **Final Approval** *subject to recommendations other departments*
- ☐ **Final Approval** *with financial guarantee.*

* *This 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.*


FARM TRACT 2003
NORTH CAPISALLO DISTRICT
NORTH CAPISALLO SUBDIVISION
VOL. 2, PG. 7-13 & 15-20 H.C.M.R.
P.O.C.
N.E. COR.
FARM TRACT 2002
N.W. COR.
FARM TRACT 2006
LA PALOMA ESTATES UNIT 2 SUBDIVISION
INSTRUMENT No. 2175029 H.C.M.R.
P.O.B.
S 88° 47' 32" W
990.00'
MILE 12 1/2
N.E. COR.
FT. 2006
NORTH MILE 2 WEST
B.M.
N 16611477.5004
E 1165018.7193
1
21,807.46 SF
0.501 AC
2
21,801.25 SF
0.500 AC
3
21,804.01 SF
0.501 AC
4
21,804.13 SF
0.501 AC
5
21,837.65 SF
0.501 AC
6
21,784.12 SF
0.500 AC
7
29,670.46 SF
0.681 AC
8
27,240.91 SF
0.625 AC
9
22,000.00 SF
0.505 AC
10
22,000.00 SF
0.505 AC
11
22,000.00 SF
0.505 AC
12
22,231.37 SF
0.512 AC
13
26,273.90 SF
0.603 AC
14
27,561.53 SF
0.633 AC
15
29,633.70 SF
0.680 AC
16
23,314.60 SF
0.535 AC
17
22,031.51 SF
0.506 AC
18
21,800.00 SF
0.500 AC
19
21,800.00 SF
0.500 AC
20
21,800.00 SF
0.500 AC
21
22,559.80 SF
0.518 AC
22
22,581.75 SF
0.518 AC
23
21,814.04 SF
0.501 AC
24
21,788.97 SF
0.500 AC
25
21,800.00 SF
0.500 AC
26
21,800.00 SF
0.500 AC
27
21,800.03 SF
0.500 AC
28
21,800.00 SF
0.500 AC
29
21,802.62 SF
0.501 AC
15.00' UTILITY EASEMENT
50.00' R.O.W.
20.00' DRAINAGE SWALE EASEMENT
LORENA DRIVE
GAS VALVE
GAS WELL
CAMPO SAN MIGUEL
FARM TRACT 2006
NORTH CAPISALLO DISTRICT
SUBDIVISION
FARM TRACT 2002
NORTH CAPISALLO DISTRICT
SUBDIVISION
FARM TRACT 2001
NORTH CAPISALLO DISTRICT
SUBDIVISION
HECTOR J. GARZA
& MARIVEL ALEJANDRI
W.D. DOC. No. 1272007 H.C.O.R.
OMELIO DALO HERNANDEZ
AND PAOLA MARIA HERNANDEZ
W.D. DOC. No. 1021249 H.C.O.R.
HIDALGO & CAMERON COUNTY
IRRIGATION DISTRICT No. 9 EASEMENT
RECORDED IN THIS PLAT
1320.00'
1320.00'
S89° 47' 32" E 330.00'
N89° 47' 32" W 330.00'
S89° 47' 31" E 330.25'
N89° 47' 32" W 330.00'
S89° 32' 10" E 263.67'
S89° 32' 10" E 263.67'
S89° 32' 10" E 263.67

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **BUENOS AIRES** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **NAIN ENGINEERING.** DEVELOPER: **NOE SALAZAR.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Mile 1 ½ West Rd approximate ¼ South of Mile 12 North Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of_____and was approved administratively by said City.*
☒ *ETJ of* **Weslaco** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-14-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplish by existing natural low area.**

DISTANCE TO A DRAIN DITCH: **Approximate ½ mile east of subdivision development.**

ROAD R.O.W. DEDICATION: **Additional ROW will not be required. Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.**

H.C.R.O.W.APPROVED DATE: **06-19-2012** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez.**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **4"** LOCATION: **Mile 1 ½ West Road .**

H.C.O.E.C. APPROVED DATE: **08-16-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☒ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

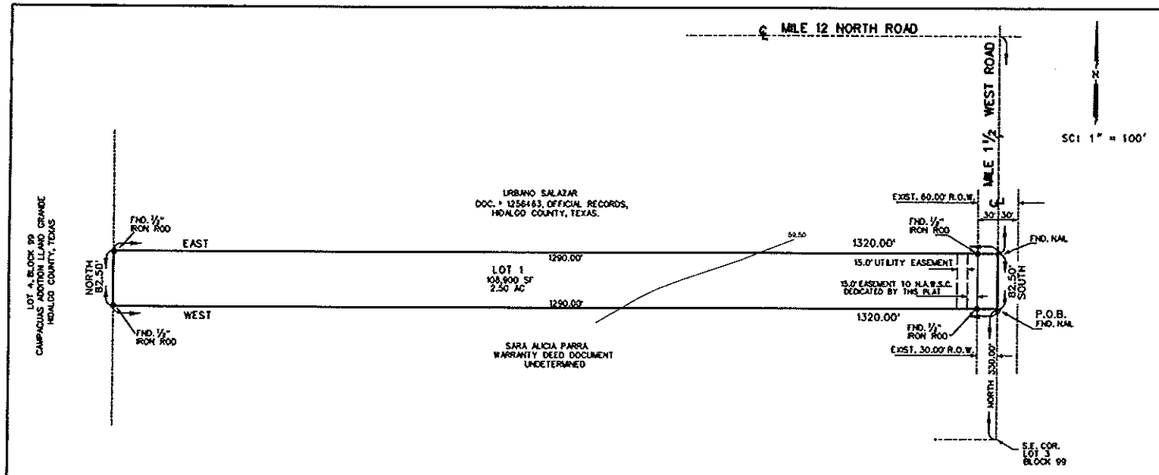
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, *20___.*

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Weslaco** .
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This 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.*

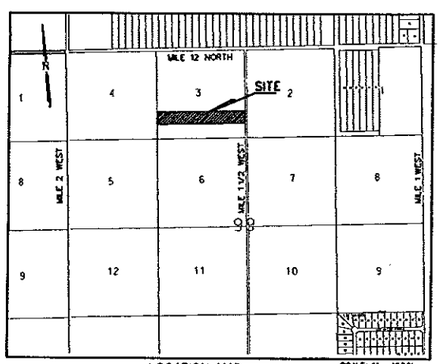
BUENOS AIRES SUBDIVISION

A 2.50 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2306080, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 30.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
   18.00' GARAGE / CAR PORT FRONT SET BACK
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ⊕ -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   ○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ⊅ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 80.70' C.P.S. NORTHEAST CORNER OF THIS SUBDIVISION, U.S.G.S.
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0450 C
   MAP REVISED: MAY 30, 2002
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF ...4.001... CUBIC -FEET ...0.09... ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. 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
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 DOMESTIC SEWERAGE ONLY. A SEPARATE 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 EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
      1. ANCHORING OF SEPTIC TANK(s)
      2. BACK FLOW VALVES
      3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
11. NOE SALAZAR AND MARIA E SALAZAR., THE OWNERS & SUBDIVIDERS OF BUENOS AIRES 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.
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 EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL & INDUSTRIAL 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 & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.



LOCATION MAP

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

BUENOS AIRES SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE WEST SIDE OF MILE 1½ WEST ROAD, 907.50 FEET SOUTH OF MILE 12 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 34,701 2010 CENSUS). BUENOS AIRES SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

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

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	NOE SALAZAR 113825 MILE 1½ WEST ROAD		WESLACO, TEXAS. 78596	(956) 314-1862
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 787-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5478

DATE OF PREPARATION: JUNE 13, 2012

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

METES AND BOUNDS

A 2.50 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2306080, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND ON THE EAST LINE OF LOT 3 AND IN THE CENTERLINE OF MILE 1½ WEST ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID NAIL BEARS, NORTH 330.00 FEET FROM THE SOUTHEAST CORNER OF LOT 3, BLOCK 99;

THENCE: WEST, PASING A ½" IRON ROD FOUND AT 30.00 FEET FOR THE WEST R.O.W. LINE OF MILE 1½ WEST ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A ½" IRON ROD FOUND ON THE WEST LINE OF LOT 3, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: NORTH, ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 82.50 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE: EAST, PASSING A ½" IRON ROD FOUND AT 1290.00 FEET FOR THE WEST R.O.W. LINE OF MILE 1½ WEST ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A NAIL FOUND ON THE EAST LINE OF LOT 3 AND IN THE CENTERLINE OF MILE 1½ WEST ROAD FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE: SOUTH ALONG THE EAST LINE OF LOT 3 AND THE CENTERLINE OF MILE 1½ WEST ROAD, A DISTANCE OF 82.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.50 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND 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 BEGIN 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 WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT 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 _____, 2012.

OWNER: NOE SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS. 78596

OWNER: MARIA E SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS. 78596

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE BUENOS AIRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2012.

HIDALGO COUNTY JUDGE _____ DATE

ATTEST: _____
HIDALGO COUNTY CLERK _____ DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BUENOS AIRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BUENOS AIRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
NOE SALAZAR AND MARIA E SALAZAR OWNERS OF THE 2.50 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "BUENOS AIRES SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

OWNER: NOE SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS. 78596

OWNER: MARIA E SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2012

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF _____, 2012

PRESIDENT _____ DATE

ATTEST: _____
SECRETARY _____ DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

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

MAYOR, CITY OF WESLACO _____ DATE

CITY SECRETARY _____ DATE

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

DATED THIS _____ DAY OF _____, 202 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

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

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

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

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 8/5/12
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

SHEET 1 OF 2

INDEX TO SHEET OF BUENOS AIRES SUBDIVISION

SHEET 1	HEADING: INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS;
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATIONS, PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; H.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES; H.C.W.D. AND H.C.R.D.W.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **LAS ESTRELLAS No.4** SUBDIVISION, PRECINCT No. **3** .

ENGINEER: **QUINTANILLA, HEADLY AND ASSOC.** DEVELOPER: **FORREST N. RUNNELS JR.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **52** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **East of Minnesota Rd approximate ¼ mile South of Mile 5 North Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **Mission** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-17-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X" & "A"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Approximately ¼ mile North of subdivision development.**

ROAD R.O.W. DEDICATION: **15 feet on Minnesota Rd by this plat.**

H.C.R.O.W.APPROVED DATE: **07-20-2012** : By, **Victor Gallardo** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez.**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY: _____ LINE SIZE: _____ LOCATION: _____

WATER SERVICE PROVIDER: **AGUA S.U.D.** LINE SIZE: **8"** LOCATION: **Minnesota Road.**

H.C.O.E.C. APPROVED DATE: **08-13-2012** .: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, *20___.*

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission** .
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This 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.*

SUBDIVISION PLAT OF
LAS ESTRELLAS SUBDIVISION IV

A 30.47 ACRE TRACT OF LAND BEING ALL OF LOTS 36, 37 AND 40, NICK DOFFING SUBDIVISION No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 10, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2243289, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 30.47 ACRE TRACT OF LAND BEING ALL OF LOTS 36, 37 AND 40, NICK DOFFING SUBDIVISION No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 10, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2243289, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHWEST CORNER OF LOT 36 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°50' E, ALONG THE WEST LINE OF LOTS 36, 37 AND 40, AND THE CENTERLINE OF MINNESOTA ROAD, A DISTANCE OF 1,080.0 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF LOT 40 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOT 40, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 23.00 FOR THE EAST RIGHT OF WAY LINE, A TOTAL DISTANCE OF 1,220.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF LOT 40 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°50' W, ALONG THE EAST LINE OF LOT 36, 37 AND 40, A DISTANCE OF 750.96 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 53°47'40" E, ALONG THE EAST LINE OF LOT 36, A DISTANCE OF 33.78 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 08°50' W, ALONG THE EAST LINE OF LOT 36, A DISTANCE OF 313.51 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 36 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°10' W, ALONG THE SOUTH LINE OF LOT 36, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,225.00 FEET FOR THE EAST RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 1,250.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.47 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LA MANCHA SUBDIVISION UNIT No. 2, RECORDED IN VOLUME 31, PAGE 54, 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. 4855

7-10-12
DATE

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

MR. FRANCISCO FLORES
GENERAL MANAGER
AGUA SPECIAL UTILITY DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION IV WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION IV WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
STATE OF TEXAS

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

ALFONSO QUINTANILLA
P.E. No. 95534

8-14-12
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

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

I, FORREST N. RUNNELS JR., VICE-PRESIDENT, AS OWNER OF THE 30.47 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS ESTRELLAS SUBDIVISION IV, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

CWL LIMITED — DATE
BY: THREE LLC
ITS: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE-PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared FORREST N. RUNNELS JR., VICE-PRESIDENT proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

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

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

LILIA A. QUINTANILLA– NOTARY PUBLIC

THIS PLAN IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM THE SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IS SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOT FROM INDIVIDUAL LOTS IN SAID SUBDIVISION. PROVISION SHALL BE MADE APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT — DATE

SECRETARY — DATE

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

WE THE UNDERSIGNED CERTIFY that this plat of the LAS ESTRELLAS SUBDIVISION IV was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

PLANNING & ZONING COMMISSION
ACKNOWLEDGMENT

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

DATED THIS _____ DAY OF _____, 20____.

CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

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

MAYOR OF CITY OF MISSION — DATE

ATTEST: CITY SECRETARY — DATE

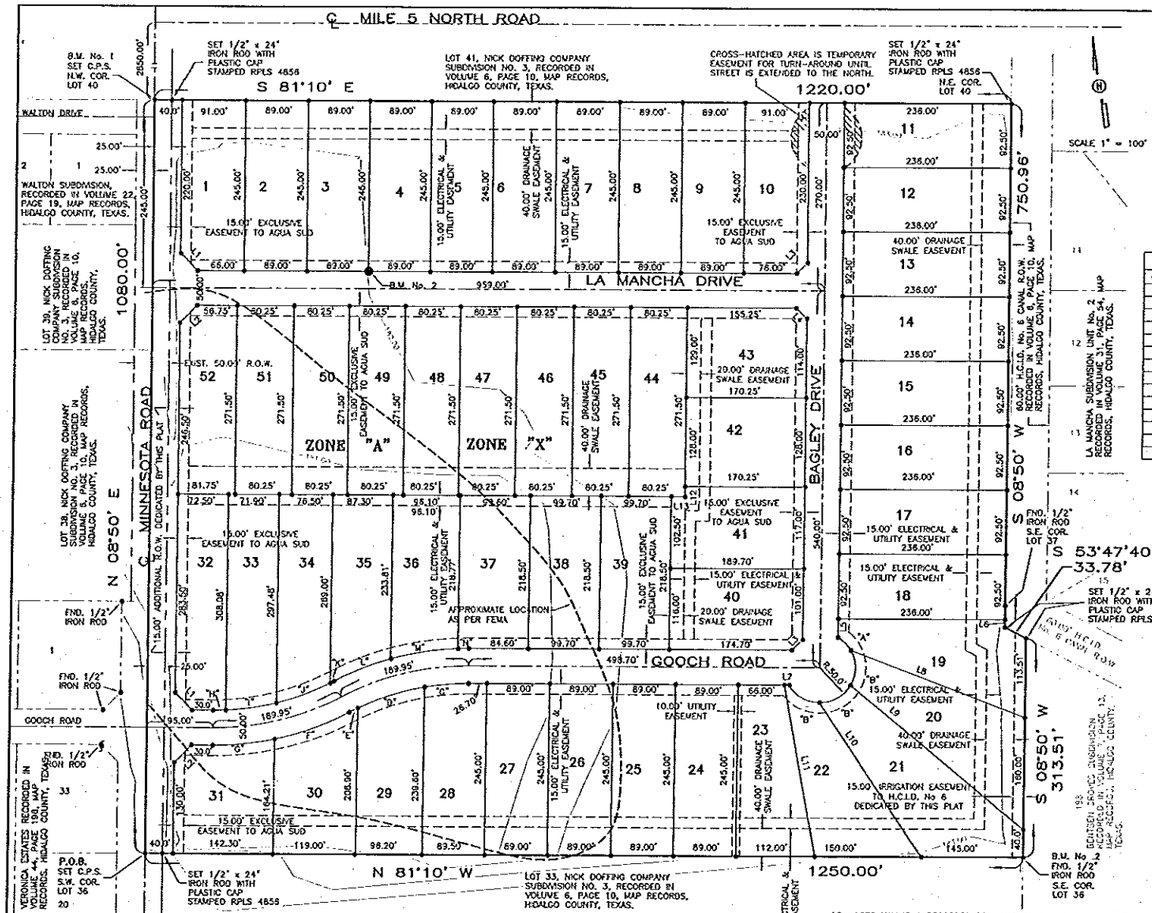
INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C. R.O.W. AND HEALTH CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTRICT 6 CERTIFICATE

SHEET 2.– AGUA S.U.D. CERTIFICATE, H.C.D.D. No. 1 CERTIFICATE; CITY OF MISSION CERTIFICATES: PLANNING AND ZONING, CHAIRMAN AND MAYOR, REVISION NOTES

SHEET 3.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER'S CERTIFICATE & STATEMENT; REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION: CONSTRUCTION DETAILS; REVISION NOTES.



LINE DATA		
LINE	BEARING	LENGTH
L1	N 35°10'00" W	35.36'
L2	N 54°50'00" E	35.36'
L3	S 54°50'00" W	21.21'
L4	S 35°10'00" E	21.21'
L5	N 09°50'00" E	26.70'
L6	S 09°50'00" W	10.96'
L7	S 80°10'00" E	6.70'
L8	S 59°12'00" E	265.20'
L9	S 49°34'09" E	321.51'
L10	S 23°44'37" E	284.06'
L11	N 00°48'02" W	249.28'
L12	N 09°50'00" E	14.50'
L13	S 80°10'00" E	19.45'

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
"A"	28.30'	50.00'	32°08'24"
"B"	52.32'	50.00'	59°57'12"
"C"	90.51'	492.18'	10°32'11"
"D"	101.85'	492.18'	11°51'24"
"E"	14.47'	492.18'	01°41'06"
"F"	110.43'	542.18'	11°40'12"
"G"	117.42'	542.18'	12°24'29"
"H"	46.87'	492.18'	05°27'23"
"I"	73.53'	492.18'	08°33'34"
"J"	82.50'	492.18'	09°36'15"
"K"	3.94'	492.18'	00°27'30"
"L"	88.52'	542.18'	09°21'16"
"M"	97.59'	542.18'	10°18'46"
"N"	41.74'	542.18'	04°24'40"

LOT	AREA (S.F.)	AC
1	21,982.50	0.505
2–9	21,805.00	0.501
10	22,182.50	0.509
11–18	21,830.00	0.501
19	22,987.11	0.528
20	25,784.60	0.592
21	29,069.72	0.667
22	21,902.79	0.503
23	21,805.00	0.501
24–27	21,805.00	0.501
28	21,814.69	0.501
29	21,807.35	0.501
30	21,815.65	0.501
31	22,010.93	0.505
32	22,051.32	0.506
33	21,857.21	0.502
34	21,791.84	0.505
35	21,784.69	0.500
36	21,782.65	0.500
37	21,763.95	0.500
38–39	21,784.45	0.500
40	21,892.70	0.503
41	21,912.68	0.503
42	21,792.00	0.500
43	21,849.75	0.502
44–51	21,787.68	0.500
52	21,882.63	0.502

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "A"
BASE FLOOD ELEVATION=182.00 (USING QUAD MAP DATA)
&
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER 480334 0290 D
MAP REVISED: JUNE 6, 2000
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. C.P.N. 480334 0300 D EFECTIVE DATE: JUNE 6, 2000, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEED AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 2 THROUGH 30 AND LOTS 33 THROUGH 51. (ANY OTHER NON RESIDENTIAL USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.– MINIMUM FINISHED FLOOR NOTE: UNLESS A HIGHER FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FIFE 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. LOTS WITHIN FLOOD ZONE "A" F.F.=182.00 FEET

4.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT FOR GARAGE/CARPORT	18.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00'
REAR	15.00'
SIDE CORNER TO MINNESOTA ROAD OR TO EASEMENT LINE WHICHEVER IS GREATER	20.00'

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 91,698.02 CUBIC-FEET (2.11 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.)

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

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

10.– B.M. No. 1=182.50 COTTON PICKER SPINDLE SET ON THE NORTHWEST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM
B.M. No. 2= 182.00 SET 1/2" IRON ROD W/ CONC. MONUMENT LOCATED ON THE SOUTHEAST CORNER OF LOT 1. N.A.V.D. 88 DATUM

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

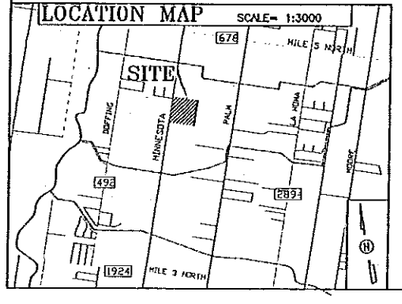
12.– AS PER AGUA SUD, IF THE PURCHASER(S) OF LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER WATER METER IS REQUIRED, THEN THE LIKE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).

14.– THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 1" METER.

15.– CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED TO THE NORTH IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE NORTH.

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

LAS ESTRELLAS SUBDIVISION IV IS LOCATED IN WEST HIDALGO COUNTY, APPROXIMATELY 2850.00' FEET SOUTH OF THE INTERSECTION OF MILE 5 NORTH ROAD AND MINNESOTA ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058). LAS ESTRELLAS SUBDIVISION IV, LIES THREE AND A HALF MILES FROM THE CITY LIMITS AND FALLS INSIDE THE CITY'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §212.001 AND LIES IN PCT. No. 3



PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	CWL LIMITED BY: THREE LLC ITS GENERAL PARTNER FORREST N. RUNNELS JR., VICE-PRESIDENT	P.O. BOX 118	EDINBURG, TX 78540	(956)383-7032	(956)383-5060
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 · LAND SURVEYORS
124 E. STUBBS ST. · PHONE 956-381-6480
EDINBURG, TEXAS 78539 · FAX 956-381-0527
REGISTRATION NUMBER F-1513 · OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100481-00

REVISION NOTES				
No.	Sheet	REVISION	Date	Approved

SHEET 1 OF 3 SHEETS	FILENAME = P:\DATA\SURD\MISSION\LAS ESTRELLAS SUBD. IV\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JULY 10, 2012	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **PRESIDIO ESTATES** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **KK ENGINEERING.** DEVELOPER: **KYNDEL W. BENNETT**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **96** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Subdivision is located on the South East corner of Tower Rd and Minnesota Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☒ *ETJ of* **Alamo** *and was approved administratively by said City.*
☐ *ETJ of* _____ *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-17-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Approximate ¼ North of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on Minnesota Rd by this plat & 30 feet on Tower Rd.**

H.C.R.O.W.APPROVED DATE: **07-23-2012** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez.**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY: _____ LINE SIZE: _____ LOCATION: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Minnesota Rd .**

H.C.O.E.C. APPROVED DATE: **08-14-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

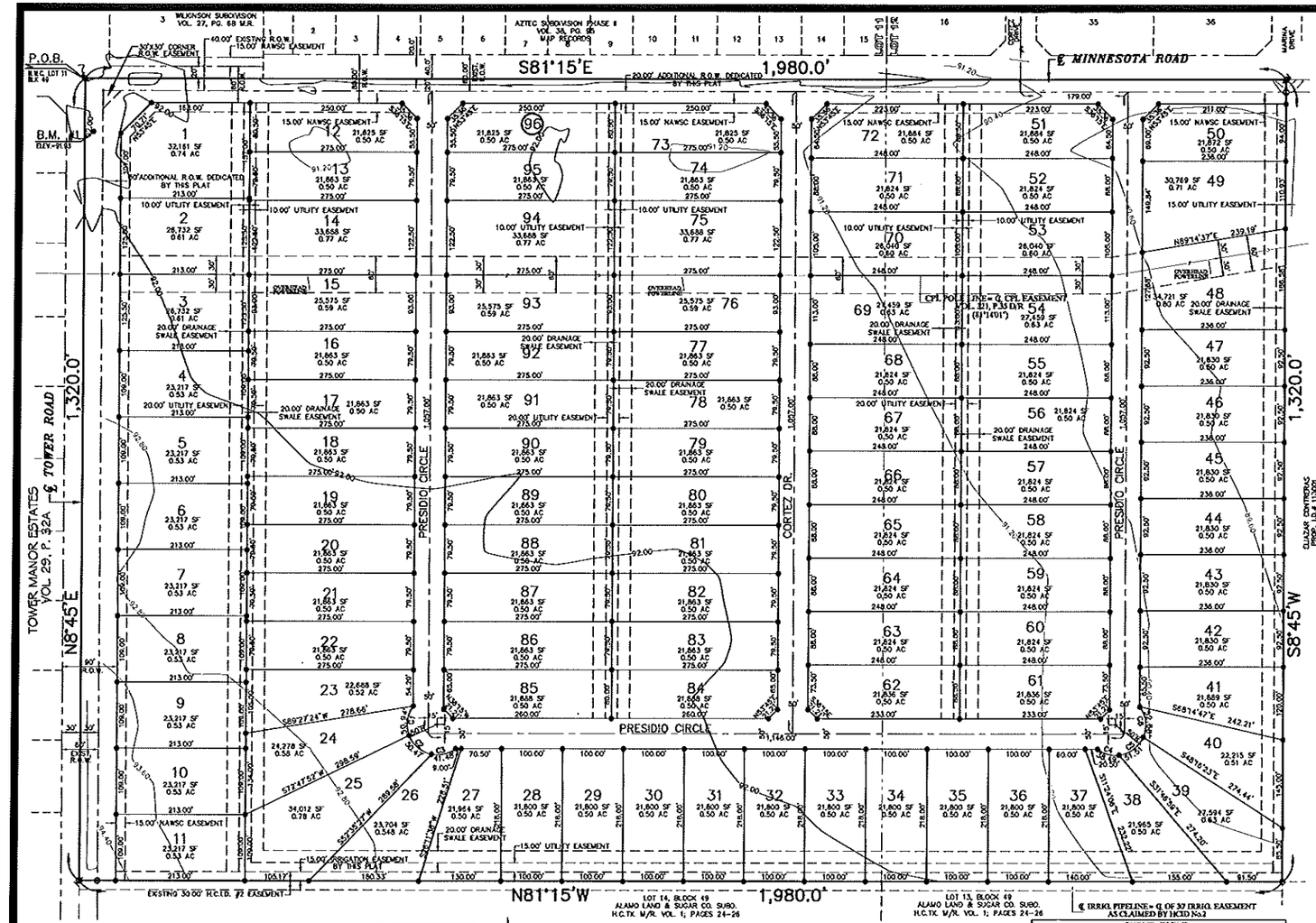
☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

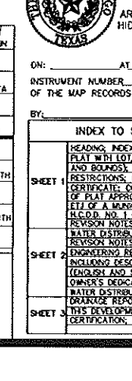
REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, *20___.*

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Alamo** .
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This 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.*





K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION # - 1334)
410 E. DOVE
P.O. BOX 3422 (956) 630-2125
McALLEN, TEXAS 78502
FAX (956) 630-2219

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE TOP OF CURB(TC) AND/OR PAVEMENT CENTERLINE (℄ P) OF THE ROAD WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS OR AS NOTED ON THE PLAT. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
2. THIS SUBDIVISION IS LOCATED IN ZONE "C" (AREAS OF MINIMAL FLOODING-NOT SHADED) FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
   (A.) FRONT: SHALL BE 25 FEET & FRONTING TOWER RD. SHALL BE AT 50 FEET. OR EASEMENT WHICHEVER IS GREATER.
   FRONT GARAGE/CARPORT: SHALL BE AT 18 FEET.
   (B.) REAR: 30 FEET OR EASEMENT WHICHEVER IS GREATER.
   SIDE: 6 FEET OR EASEMENT WHICHEVER IS GREATER.
   SIDE CORNER: 15 FEET OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.
   CORNER SIDE FOR LOT 1 SHALL BE AT 20 FEET.
4. B.M. #1 = 91.83 (NAVD 1988) SQUARE CUT ON TOP OF INLET, NORTH CORNER OF TOWER & MINNESOTA RD.
5. 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 DEPT. AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 12 THRU 96.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 12" IN HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.
7. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
8. CORNER MARKERS, CONSISTING OF 1 ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "ROD DOLLAR, PLANE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.
9. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
10. 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 109,266 CUBIC FEET/1 ACRE-FEET OR 1,458 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).
11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 14.00 UNLESS AS FOR THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN CONSISTENT WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
12. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF PRESIDIO ESTATES, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
13. SEPTIC TANK NOTES:
    ONSITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

METES AND BOUNDS

A 60.00 ACRE TRACT OF LAND BEING ALL OF LOT 11 AND THE WEST ½ OF LOT 12, BLOCK 49, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS SAID 60.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT NAIL SET AT THE NORTHWEST CORNER OF LOT 11, BLOCK 49 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH 81°15'00" EAST, WITH THE NORTH LINE OF SAID LOT 11, AT 1,320.00 FEET PASS THE COMMON CORNER BETWEEN SAID LOT 11 AND LOT 12, AT 1,980.00 FEET IN ALL TO A NAIL SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH, 08°45'00" WEST, AT 20.00 FEET PASS A ½" IRON ROD FOUND AT THE SOUTH RIGHT OF WAY LINE OF MINNESOTA ROAD, AT 1,320.00 FEET IN ALL TO A ½" IRON ROD FOUND AT THE SOUTH LINE OF SAID LOT 12, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND,

THENCE NORTH, 81°15'00" WEST, WITH THE SOUTH LINE OF SAID LOT 12, AT 660.00 FEET PASS THE COMMON CORNER BETWEEN SAID LOTS 12 AND 11, AT 1,980.00 FEET PASS A ½" IRON ROD FOUND AT THE EAST RIGHT OF WAY LINE OF TOWER ROAD, AT 1,980.00 FEET IN ALL TO A NAIL SET AT THE SOUTHWEST CORNER OF SAID LOT 11 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, 08°45'00" EAST, WITH THE WEST LINE OF SAID LOT 11, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 60.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual EASEMENT with the right to erect, construct, install and one day 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____.

BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

SHEET 1 OF 3

PLAT OF PRESIDIO ESTATES SUBDIVISION

PLAT SHOWING

A 60 ACRE TRACT OF LAND BEING ALL OF LOT 11 AND THE WEST 1/2 OF LOT 12, BLOCK 49, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: JULY, 2012

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

PRESIDIO ESTATES, L.P. & LTD. L.P.

AS OWNER OF THE 60.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PRESIDIO ESTATES SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER, BY: KYNDEL W. BENNETT, PRESIDENT
PRESIDIO ESTATES, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KW-PGV, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE____DAY OF____ 20 ____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

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

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

ATTEST:_____ PRESIDENT / SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE THE UNDERSIGNED CERTIFY that this plat of the PRESIDIO ESTATES SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on_____, ____.

Hidalgo County Judge — Date
ATTEST: Hidalgo County Clerk — Date

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KAMBIZ S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PALMITO ESTATES UNIT 2 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

JOSE MARIO GONZALEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
24593 FM88
MONTE ALTO, TX 78538

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PRESIDIO ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, ____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PRESIDIO ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, ____.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

LEGEND
⊗ SET: NAIL
● SET: 1/2" IRON ROD
○ FOUND: 1/2" IRON ROD

SCALE: 1"=100'

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

INDEX TO SHEETS OF PRESIDIO ESTATES SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ, PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY, CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C. IRRIGATION DISTRICT #2, HC ROW AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 3	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

14. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE SWALE.
15. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.
16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT OFFICE OF ENVIRONMENTAL SHALL BE REQUIRED FOR COMMERCIAL & INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR PERMIT DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
17. NO DRIVEWAY ACCESS WILL BE ALLOWED FROM MINNESOTA RD. ONTO LOTS: 12, 50, 51, 72, 73 & 96.
18. THE EXIST. ELECTRICAL POLES/LINES ARE LOCATED APPROX. 81'MN AND WITHIN LOTS 2 & 3, 14 & 15, 48, 53 & 54; 69 & 70; 73 & 74; 93 & 94 WITH A TOTAL OF 60'(30' & 30') EASEMENT/SETBACK. NO STRUCTURES/FENCES SHALL BE BUILT WITHIN THE 60' EASEMENT.
19. ALL LOTS IN PRESIDIO ESTATES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN PRESIDIO ESTATES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF PRESIDIO ESTATES THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NOT MAINTAINED, THE DRAINAGE OF THE LOTS COMPRISING PRESIDIO ESTATES BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN PRESIDIO ESTATES. THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY(AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN PRESIDIO ESTATES ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE/EXEMPT 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.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
PRESIDIO ESTATES IS LOCATED ON THE SOUTHEAST CORNER OF MINNESOTA & TOWER ROADS.
THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF ALAMO(POPULATION 17,528.) – 2010 CENSUS.
THIS SUBDIVISION LIES INSIDE THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ALAMO.
LOCAL GOVERNMENT CODE 212.001, PRECINCT: No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, PRESIDENT	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	50.94	50.00	58°22'36"	27.93	48.77
C2	50.47	50.00	57°49'43"	27.62	48.35
C3	41.48	50.00	47°32'04"	22.02	40.30
C4	38.49	50.00	44°06'42"	20.26	37.55
C5	51.51	50.00	59°01'35"	28.31	49.26
C6	52.88	50.00	60°35'56"	29.22	50.45

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **AZTECA ESTATES** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **KK ENGINEERING.** DEVELOPER: **KYNDEL W. BENNETT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **70** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Northeast corner of Dillon Rd and Minnesota Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of ___ and was approved administratively by said City.*
☒ *ETJ of* **Donna** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-20-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **North adjacent to the subdivision development.**

ROAD R.O.W. DEDICATION: **30 feet on Minnesota Rd and 50 feet on Dillon Rd by this plat**

H.C.R.O.W.APPROVED DATE: **01-18-2012** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez.**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD
☐ SANITARY SEWER BY: ___ LINE SIZE: ___ LOCATION: ___

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **Minnesota Rd.**

H.C.O.E.C. APPROVED DATE: **08-15-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

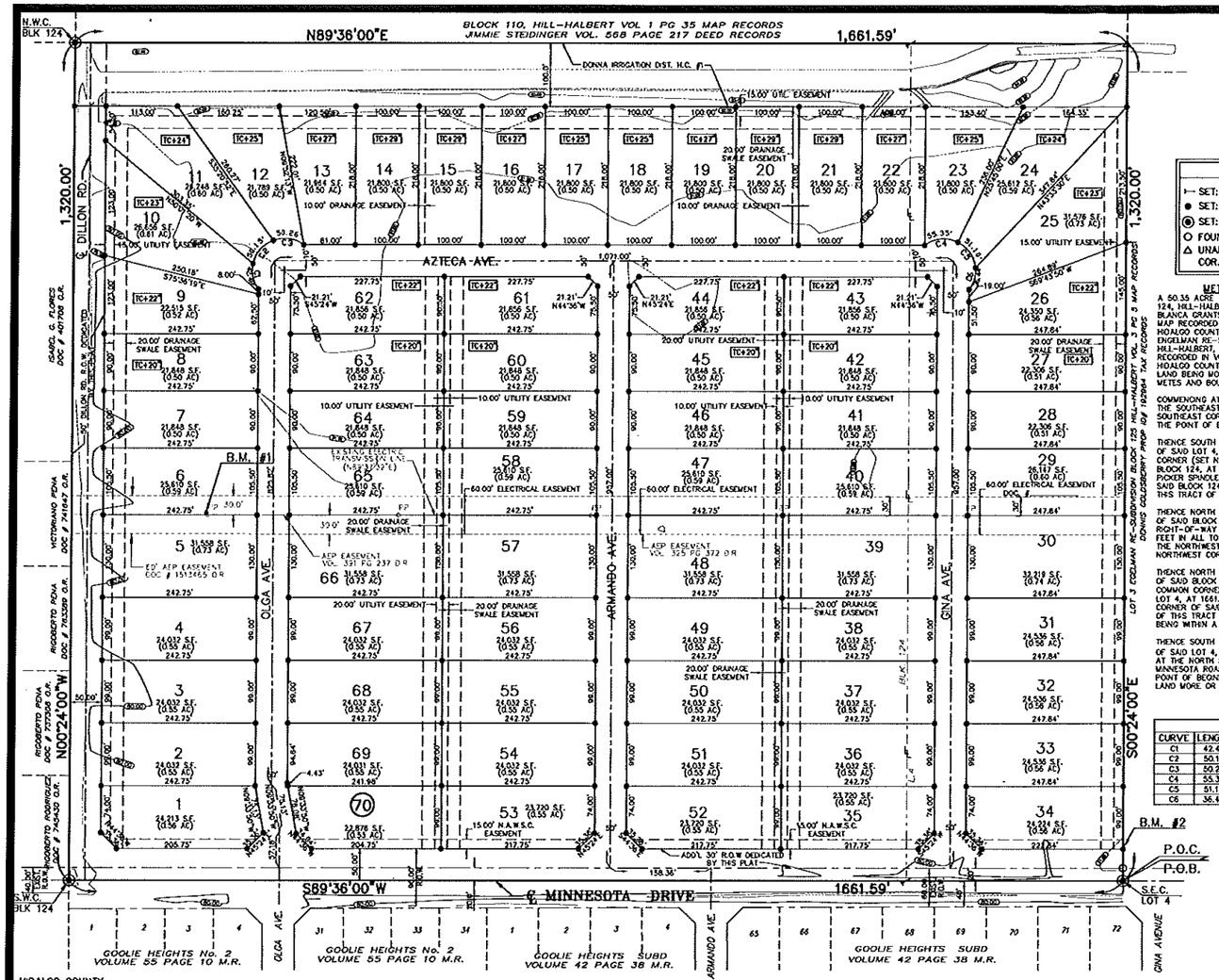
☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: ___ L.O.C No. ___*
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***March 06, 2012***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of ___.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This 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.*



SCALE: 1"=100'

LEGEND

- SET: NAIL
- SET: 1/2" IRON ROD
- SET: COTTON PICKER SPINDLE
- FOUND: 1/2" IRON ROD
- UNABLE TO FIND/SET COR. INSIDE DRAIN DITCH

METES AND BOUNDS

A 50.35 ACRE TRACT OF LAND BEING ALL OF BLOCK 124, HILL-HALBERT TRACT, OUT OF EL GATO AND LA BLANCA GRANTS, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ALL OF LOT 4, ENGELMAN RE-SUBDIVISION, BLOCK 125, HILL-HALBERT, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 5 PAGE 5 MAPS RECORDS OF HIDALGO COUNTY, TEXAS. SAID 50.35 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE SET AT THE SOUTHEAST CORNER OF LOT 4 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH 89°36'00" WEST, WITH THE SOUTH LINE OF SAID LOT 4, AT 341.59 FEET PASS THE COMMON CORNER (SET NAIL) BETWEEN SAID LOT 4, AND SAID BLOCK 124, AT 1661.59 FEET IN ALL TO A COTTON PICKER SPINDLE SET AT THE SOUTHWEST CORNER OF SAID BLOCK 124 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 00°24'00" WEST, WITH THE WEST LINE OF SAID BLOCK 124, AT 20.00 FEET PASS THE NORTH RIGHT-OF-WAY LINE OF MINNESOTA ROAD AT 1320.00 FEET IN ALL TO A COTTON PICKER SPINDLE SET AT THE NORTHWEST CORNER OF SAID BLOCK 124 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 89°36'00" EAST, WITH THE NORTH LINE OF SAID BLOCK 124, AT 1320.00 FEET PASS THE COMMON CORNER (SET NAIL) OF SAID BLOCK 124 AND LOT 4, AT 1661.59 FEET IN ALL TO THE NORTHEAST CORNER OF SAID LOT 4, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND, SAID NORTHEAST CORNER BEING WITHIN A DRAINAGE DITCH.

THENCE SOUTH 00°24'00" EAST, WITH THE EAST LINE OF SAID LOT 4, AT 1300.00 PASS 1" IRON ROD FOUND AT THE NORTH RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD, AT 1320.00 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 50.35 ACRES OF LAND MORE OR LESS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	42.48	50.00	48°40'36"	22.62	41.21
C2	53.15	50.00	57°27'59"	29.41	51.07
C3	50.26	50.00	57°35'48"	27.49	48.17
C4	55.35	50.00	63°25'53"	30.90	52.57
C5	51.10	50.00	58°33'04"	28.03	48.90
C6	36.44	50.00	41°45'26"	19.07	35.64

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE TOP OF CURB(TC) AND/OR PAVEMENT CENTERLINE (E.P.) OF THE ROAD WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS OR AS NOTED ON THE PLAT. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
2. THIS SUBDIVISION IS LOCATED IN ZONE "C" (AREAS OF MINIMAL FLOODING-NO SHADING) FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
   (A.) FRONT: SHALL BE 25 FEET OR EASEMENT WHICHEVER IS GREATER. FRONT GARAGE/CARPORT: SHALL BE AT 18 FEET.
   (B.) REAR: 30 FEET OR EASEMENT WHICHEVER IS GREATER. SIDE: 6 FEET OR EASEMENT WHICHEVER IS GREATER. SIDE CORNER: 15 FEET OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.
4. B.M. #1 = 82.58. (NAVD 1988). TOP OF THE BASE OF THE 1st EXIST. ELEC. TRANSMISSION LINE WOOD POLE, EAST OF DILLON ROAD, BETWEEN LOTS 5 & 6. B.M. #2 = 80.65. (NAVD 1988). TOP OF IRON ROD, S.E. COR. OF LOT 34.
5. 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. LOT 1 CAN BE FOR COMMERCIAL USE ONLY. APPROVAL FROM PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL IS REQUIRED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE WILL BE ALLOWED IN ANY OF THE REST OF THE LOTS.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EXCEPT FOR SOLAR PANELS, ELECTRIC METERS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "KK DELTA", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.
9. DONNA IRR. DIST. H.C. #1 IS IN CHARGE AND MAINTENANCE OF THE DRAINAGE DITCH.
10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
11. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 6.0264 (LOT SIZE(1.0) X .5 ACRE-FEET OR 1,632 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF AZTECA ESTATES, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
14. SEPTIC TANK NOTES:
    ONSITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

PLAT OF AZTECA ESTATES SUBDIVISION

PLAT SHOWING
ALL OF BLOCK 124, AND THE WEST 10.35 ACRES OF BLOCK 125 BOTH IN THE HILL-HALBERT TRACT, OF EL GATO AND LA BLANCA GRANTS, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: DECEMBER, 2011

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

ENSEN S.TX., R.LTD.,

AS OWNER OF THE 50.35 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED AZTECA ESTATES SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, 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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

OWNER: KYNDEL W. BENNETT, PRESIDENT
ENSEN S.TX., R.LTD.
A TEXAS LIMITED PARTNERSHIP
BY: BENNETT-FLORES INVESTMENTS, L.L.C.
A TEXAS LIMITED COMPANY
ITS: GENERAL PARTNER
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ 20 _____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

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

ATTEST: _____ SECRETARY
_____ MAYOR, CITY OF DONNA, TEXAS.

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 20_____.

_____ PRESIDENT
_____ SECRETARY

RIGHT OF WAY DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual EASEMENT with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The EASEMENT hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the EASEMENT herein conveyed except that when the pipeline(s) is installed, the EASEMENT herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the EASEMENT hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional EASEMENT over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which EASEMENT hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an EASEMENT for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The EASEMENT conveyed herein was obtained or improved through Federal financial assistance. This EASEMENT is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the EASEMENT continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

_____
KYNDEL W. BENNETT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF AZTECA ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ A. D._____

_____
CHAIRMAN

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

_____ HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

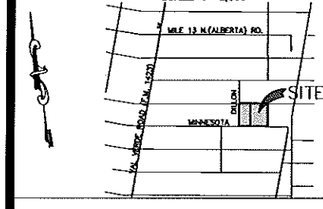
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

_____ HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE

LOCATION MAP

SCALE: 1"=2,000'



K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

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

INDEX TO SHEETS OF AZTECA ESTATES SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; DONNA IRRIGATION DISTRICT H.C. #1, HC ROW AND HCID. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES.
SHEET 3	ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 4	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

15. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTAINANCE OF DRAINAGE SWALE.
16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.
17. A 6' CHAIN-LINKED FENCE TO BE INSTALLED AT THE TIME OF DEVELOPMENT ALONG THE NORTH LOT LINE(S) OF LOT(S) 11 THRU 24, AND THE WEST LOT LINE(S) OF LOT(S) 1 THRU 11.
18. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT OFFICE OF ENVIRONMENTAL SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR PERMIT DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
19. NO DRIVEWAY ACCESS WILL BE ALLOWED FROM DILLON RD. ON TO LOTS 1 THRU 11, NOR FROM MINNESOTA RD. ONTO LOTS: 34, 35, 52, 53 & 70. A 6' FENCE IS REQUIRED TO BE INSTALLED BY THE DEVELOPER ALONG THE REAR OF ALL LOTS 2 THRU 11.
20. BE EXIST. ELECTRICAL POLES/LINES ARE LOCATED APPROX. BTWN LOTS 5 & 6, 29 & 30, 40 & 39, 17 & 16, 58 & 57 WITH A TOTAL OF 80'(50' & 30') EASEMENT/SETBACK. NO STRUCTURES/FENCES SHALL BE BUILT WITHIN THE 80' EASEMENT.
21. ALL LOTS IN AZTECA ESTATES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN AZTECA ESTATES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF AZTECA ESTATES THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON 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 AZTECA ESTATES BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN AZTECA ESTATES, THE COUNTY AND/O THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY(AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN AZTECA ESTATES ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE/VERT THE DRAINAGE EASEMENTS BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTURMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

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

AZTECA ESTATES IS LOCATED ON THE NORTHEAST CORNER OF MINNESOTA & DILLON ROADS. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA(POPULATION 17,548) AND HIDALGO COUNTY PLANING DEPARTMENT. THIS SUBDIVISION LIES IN A 3 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA. LOCAL GOVERNMENT CODE 212.001, PRECINCT. No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, PRESIDENT	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI, P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KAMBIZ S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767

STATE OF TEXAS — KAMBIZ S. KHADEMI — 57767 — REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PALMITO ESTATES UNIT 2 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ DATE

JOSE MARIO GONZALEZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5571
RIO DELTA SURVEYING
24593 FM88
MONTE ALTO, TX 78538

STATE OF TEXAS — JOSE MARIO GONZALEZ — 5571 — REGISTERED PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **COMANCHES ESTATES** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **KK ENGINEERING.** DEVELOPER: **KYNDEL W. BENNETT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **34** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Mile 2 West Road approximate ¼ mile North of Mile 11 North Road.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of ___ and was approved administratively by said City.*
☒ *ETJ of* **Weslaco** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **03-22-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X" (Shaded)** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **West adjacent to the subdivision development.**

ROAD R.O.W. DEDICATION: **10 Feet on Mile 2 West Rd by this plat.**

H.C.R.O.W.APPROVED DATE: **03-22-2012** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez.**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD
☐ SANITARY SEWER BY: ___ LINE SIZE: ___ LOCATION: ___

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Mile 2 West Road.**

H.C.O.E.C. APPROVED DATE: **08-15-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

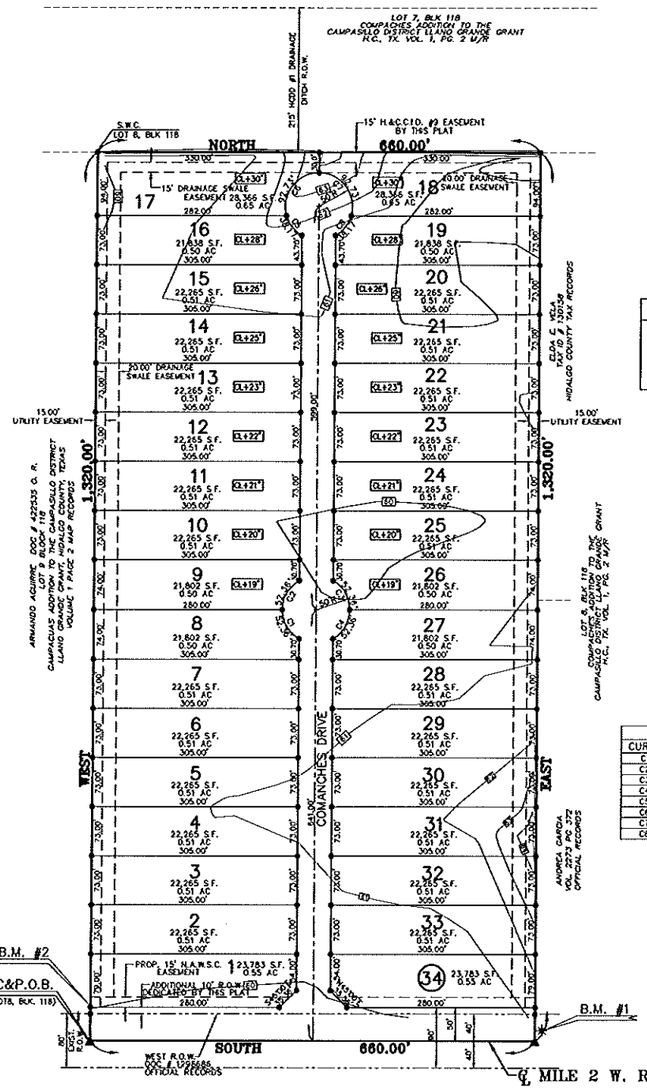
☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$___For:* ☐*OSSF(S)*___ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: ___ L.O.C No. ___*
Amount: $___For: ☐*OSSF(S)*___ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***May 08, 2012***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of ___.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This 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.*



SCALE: 1"=100'

LOT 5 BLOCK 99
CAMPACUAS ADDITION TO THE CAMPASILLO DISTRICT
LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS
VOLUME 1 PAGE 2 MAP RECORDS

LEGEND

- ▲ – SPINDLE SET
- ● – 1/2 INCH IRON ROD SET
- H.A.W.S.C. – DENOTES NORTH ALAMO WATER SUPPLY CORPORATION
- ✳ – B.M. = BENCHMARK

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	52.36	50.00	60°00'00"	28.87	50.00
C2	52.36	50.00	60°00'00"	28.87	50.00
C3	52.36	50.00	60°00'00"	28.87	50.00
C4	52.36	50.00	60°00'00"	28.87	50.00
C5	38.17	50.00	43°44'23"	20.07	37.25
C6	92.73	50.00	106°15'37"	65.67	80.00
C7	92.73	50.00	106°15'37"	65.67	80.00
C8	38.17	50.00	43°44'23"	20.07	37.25

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE CENTER LINE(CL) OF THE ROAD WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS OR AS NOTED ON THE PLAT. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN ZONE "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.

   FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL No. 480334 0450 C REVISED 06/06/2000 LOMAR 05-03-2002.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
   (A.) FRONT: SHALL BE 25 FEET
   GARAGE: SHALL BE 18 FEET
   (B.) REAR -- 35 FEET
   SIDE -- 6 FEET OR EASEMENT WHICHEVER IS GREATER.
   SIDE CORNER – 15 FEET OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.

4. B.M. #1 = ELEV. 62.3 (NAVD 1988): A NAIL IN AN EXIST. POWER POLE. AROUND THE N.E. OF THIS SUBDIVISION.
   B.M. #2 = ELEV. 60.10 (NAVD 1988): S.E. COR. OF LOT 1, TOP OF IRON ROD(SET).

5. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS (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. ONLY LOTS 1 AND 34 ARE ALLOWED FOR POSSIBLE COMMERCIAL USE.
   NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THRU 33.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" IN MATURE HEIGHT, GROUND COVER GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7. 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.

8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

9. H.&C.C. IRR. DIST. #9 IS IN CHARGE OF THE 15' IRR. EASEMENT & ITS MAINTENANCE.

10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

11. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 39.826 CUBIC-FEET(0.91 ACRE-FEET OR 1,121 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).

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

13. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF COMANCHES ESTATES, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14. SEPTIC TANK NOTES:
   ONSITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   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'S HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.

17. A 6' CHAIN-LINKED FENCE TO BE INSTALLED BY THE DEVELOPER AT THE TIME OF DEVELOPMENT ALONG THE WEST SIDE OF LOTS 17 AND 18.

18. ALL LOTS IN COMANCHES ESTATES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN COMANCHES ESTATES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF COMANCHES ESTATES THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING COMANCHES ESTATES BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN COMANCHES ESTATES, THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY(AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN COMANCHES ESTATES ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

19. NO ACCESS SHALL BE ALLOWED FROM MILE 2 WEST ROAD ONTO LOTS 1 & 34 UNLESS SAID LOTS ARE FOR COMMERCIAL USE ONLY. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE, THEN THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS.

20. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

21. A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE.

22. THE DEVELOPER WILL BE RESPONSIBLE FOR THE INSTALLATION OF STREET LIGHTS.

23. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

24. 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 GRADE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

METES AND BOUNDS

THE SOUTH 20.00 ACRES OF LOT 8, BLOCK 118, CAMPACUAS ADDITION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 2, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 20.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE SET AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 118 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE WEST, WITH THE SOUTH LINE OF SAID LOT 8, AT 40.00 FEET PASS A ½" IRON ROD SET AT THE WEST RIGHT OF WAY LINE OF MILE 2 WEST ROAD AS PER DOCUMENT NO. 1228686 OFFICIAL RECORDS, AT 1,320.00 FEET IN ALL TO A ½" IRON ROD SET AT THE SOUTHWEST CORNER OF SAID LOT 8 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 660.00 FEET TO A ½" IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE EAST, AT 1,280.00 FEET PASS A ½" IRON ROD SET AT THE WEST RIGHT OF WAY LINE OF SAID MILE 2 WEST ROAD, AT 1,320.00 FEET IN ALL TO A COTTON PICKER SPINDLE SET AT THE EAST LINE OF SAID LOT 8, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH, WITH SAID EAST LINE OF LOT 8, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES OF LAND MORE OR LESS, SAVE AND EXCEPT A 0.6061 ACRE TRACT OF LAND PREVIOUSLY CONVEYED UNTO THE COUNTY OF HIDALGO BY DEED FILED FEBRUARY 18, 2004 UNDER DOCUMENT NUMBER 1228686, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS FOR ROAD AND UTILITY PURPOSES.

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 or a corp.), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO
THIS SUBDIVISION PLAT OF COMANCHES ESTATES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ A. D._____

_____
CHAIRMAN

PLAT OF COMANCHES ESTATES SUBDIVISION

THE SOUTH 20 ACRES OF LOT 8, BLOCK 118, CAMPCUAS ADDITION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 2 MAP RECORDS OF HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: MARCH, 2012

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

CALTEX RGV VENTURES, LTD.,

AS OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED COMANCHES ESTATES SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
OWNER: KYNDEL W. BENNETT, PRESIDENT
CALTEX RGV VENTURES, LTD., A TX. L.P.; BY: BENNETT-FLORES INVESTMENTS, CO., LLC A TX. L.L. CO.; & ITS: GENERAL PARTNER
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____DAY OF____ 20 ____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

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

ATTEST: _____ SECRETARY

_____ MAYOR, CITY OF WESLACO, TEXAS.

THIS PLAT APPROVED BY HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9 THIS _____ DAY OF _____, 20____. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER.

_____
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE THE UNDERSIGNED CERTIFY that this plat of the COMANCHES ESTATES SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on_____, ____.

_____ Hidalgo County Judge — Date

ATTEST: _____ Hidalgo County Clerk — Date

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE §49.211(C) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPEOFIC 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, KAVBIZ S. KHADEM, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KAVBIZ S. KHADEM
57767
REGISTERED PROFESSIONAL ENGINEER

_____
KAVBIZ S. KHADEM, P.E.
REG. PROFESSIONAL ENGINEER No. 57767

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE COMANCHES ESTATES SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ _____ DATE

JOSE MARIO GONZALEZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
24593 FM88
MONTE ALTO, TX 78538

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

ON: _____ AT_____ AM/PM

INSTRUMENT NUMBER_____

OF THE MAP RECORDS OF HIDALGO, TEXAS

BY:_____ DEPUTY

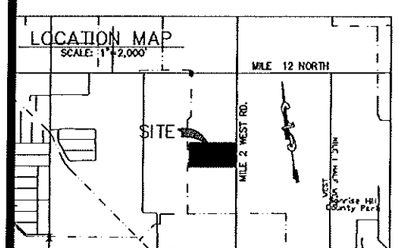
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF COMANCHES ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, ____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF COMANCHES ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, ____.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

LOCATION MAP
SCALE: 1" = 2,000'



INDEX TO SHEETS OF COMANCHES ESTATES SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP, AND ETJ, PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO 1 CERTIFICATION, H&CC. IRRIGATION DISTRICT H.C. #9, HC ROW AND HCDD REVISION NOTES
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION);
SHEET 3	OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
COMANCHES ESTATES IS LOCATED APPROX. 1/2 MILE NORTH OF MILE 11 N. RD. ON THE WEST SIDE OF MILE 2 W. RD. THE ONLY NEARBY MUNICIPALITY IS HTE CITY OF WESLACO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF WESLACO(POPULATION 34,701 – 2010 CENSUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 4 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WESLACO. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2592
ENGINEER:	KAVBIZ S. KHADEM P.E.	410 E. DOVE AVE.	MCALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #-1334)
410 E. DOVE
P.O. BOX 3422 — McALLEN, TEXAS 78502
(956) 630-2125 — FAX (956) 630-2219

SHEET 1 OF 3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **LERMA ESTATES PHASE 1** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **VANGUARD ENGINEEGIN.** DEVELOPER: **RAMIRO LERMA.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY **6** ☒COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of FM 493 approximate 300 feet North of Lott Rd**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of_____and was approved administratively by said City.*
☒ *ETJ of* **Donna** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-23-2010** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by existing natural low area and existing storm drainage system**

DISTANCE TO A DRAIN DITCH: **Approximately ¼ mile North of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on FM 493 by this plat.**

H.C.R.O.W.APPROVED DATE: **12-10-2010** : By, **Lupe Rodriguez** R.O.W. AGENT

SEWER SYSTEM:
☐ OSSF & SOIL ANALYSIS WERE CONDUCTED BY:_____.
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☒ SANITARY SEWER BY: **City of Donna** LINE SIZE: **8"** LOCATION: **F.M. 493.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **18"** LOCATION: **F.M. 493.**

H.C.O.E.C. APPROVED DATE: **08-16-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, *20___.*

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of_____.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This 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.*

LERMA ESTATES
PHASE I

A 2.57 ACRE TRACT OF LAND OUT OF BLOCK 126, LOTT, TOWN AND IMPROVEMENT COMPANY SUBDIVISION, AS PER MAP RECORDED IN VOLUME 0, PAGES 56-57, MAP RECORDS, HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

1 MIN. BUILDING SETBACK LINES COMMERCIAL LOTS
LOTS 1 THRU 6 FRONT 60.0
SIDE 10.0'
REAR 15.0

2 MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY 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

3 ● -DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED

4 BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS
BENCH MARK ELEV. = 64.70', DATUM = 88
CONC. SLAB IN DISK AT THE SOUTHWEST CORNER OF THIS SUBDIVISION

5 FLOOD ZONE DESIGNATION:
FLOOD ZONE B* - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD (MEDIUM SHADING)

FLOOD ZONE B, COMMUNITY-PANEL No. 480334 0500 B
EFFECTIVE DATE: JANUARY 2, 1981

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 2.063 CUBIC -FEET 0.1192 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE RUNOFF WILL BE CONVEYED BY A 2 FOOT WIDE SWALE THAT WILL CONNECT INTO EXISTING STORM SEWER WATER DRAINAGE SYSTEM WITH PIPE SIZES RANGING FROM 18" TO 30" IN DIAMETER AND WILL THEN DISCHARGE INTO THE EXISTING DONNA LATERAL - A DRAIN DITCH BELONGING TO THE DONNA IRRIGATION DISTRICT NO 1 LOCATED 715.0 FEET NORTH OF THE PROPOSED SUBDIVISION. THE TOTAL CONTRIBUTING 10-YEAR DEVELOPED STORM WATER DISCHARGE WILL BE APPROXIMATELY 8.93 CFS

7 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, BARBECUES, 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 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 OCCUPANCY AN EASEMENT

11 AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT 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 WATER OR SEWER CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND GOSP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12 NO FENCING OR STRUCTURES PERMITTED OVER ALLEYS, UTILITY EASEMENTS OR LOT LINES

13 ALL UTILITY EASEMENTS, ALLEYS AND RIGHT-OF-WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS

14 FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT HOLD ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS

15 IF THE PURCHASER(S) OF A LOT REQUIRES A LARGER METER, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

16 CLEARANCES FOR WATER METERS
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A BUILDING 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)

17 GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1 THROUGH 6 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE THAN COMMERCIAL NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS AFFIDAVITS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT

18 NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FROM F.M. 493 FOR LOTS 1 THROUGH 6. A 24 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER ON LOT 1 TO PROVIDE INGRESS AND EGRESS TO LOTS 1 THROUGH 6 FROM JULISA AVENUE

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

20 ALL LOTS IN LERMA ESTATES, PHASE 1 ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LERMA ESTATES, PHASE 1 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LERMA ESTATES, PHASE 1, THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW. AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING LERMA ESTATES, PHASE 1 BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN LERMA ESTATES, PHASE 1, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LERMA ESTATES, PHASE 1 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 2.57 ACRE TRACT OF LAND OUT OF BLOCK 126, LOTT, TOWN AND IMPROVEMENT COMPANY SUBDIVISION, AS PER MAP RECORDED IN VOLUME 0, PAGES 56-57, MAP RECORDS, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF SAID BLOCK 126 LOTT TOWN AND IMPROVEMENT COMPANY SUBDIVISION AS PER M.G.M.R., BEARS S 00°07' W A DISTANCE OF 772.75 FEET, TO THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THIS TRACT;

THENCE, S 00°07' W, A DISTANCE OF 407.16 FEET, TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89°53' W, A DISTANCE OF 220.00 FEET TO A ½" IRON ROD FOUND AT THE EASTERLY RIGHT-OF-WAY LINE FOR F.M. 493, CONTINUING A DISTANCE OF 20.00 FEET TO A ½" IRON ROD SET AT THE PROPOSED WEST RIGHT-OF-WAY LINE FOR F.M. 493, CONTINUING A DISTANCE OF 390.07 FEET TO A ½" IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00°02' E, A DISTANCE OF 120.0 FEET TO A ½" IRON ROD SET FOR A CORNER OF THIS TRACT;

THENCE, S 89°58' E, A DISTANCE OF 220.0 FEET TO A ½" IRON ROD SET FOR A CORNER OF THIS TRACT;

THENCE, N 00°02' E, A DISTANCE OF 286.58 FEET TO A ½" IRON ROD SET ON THE NORTH RIGHT-OF-WAY LINE OF JULISA AVENUE AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 89°58' E, A DISTANCE OF 170.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF JULISA AVENUE, TO A ½" IRON ROD SET ON THE PROPOSED WEST RIGHT-OF-WAY LINE FOR F.M. 493, CONTINUING A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF THIS TRACT, AND THE POINT OF BEGINNING AND CONTAINING 2.57 ACRES OF LAND MORE OR LESS.

METES & BOUNDS FOR THE DRAINAGE DETENTION SWALE EASEMENT

COMMENCING AT A ½" IRON ROD SET FOR THE NORTHEAST CORNER OF SAID LOT 1, LERMA ESTATES, PHASE 1, SUBDIVISION, BEARS N 89° 58' W, A DISTANCE OF 121.33 FEET TO THE POINT OF BEGINNING;

THENCE, N 00° 02' E, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF THIS EASEMENT

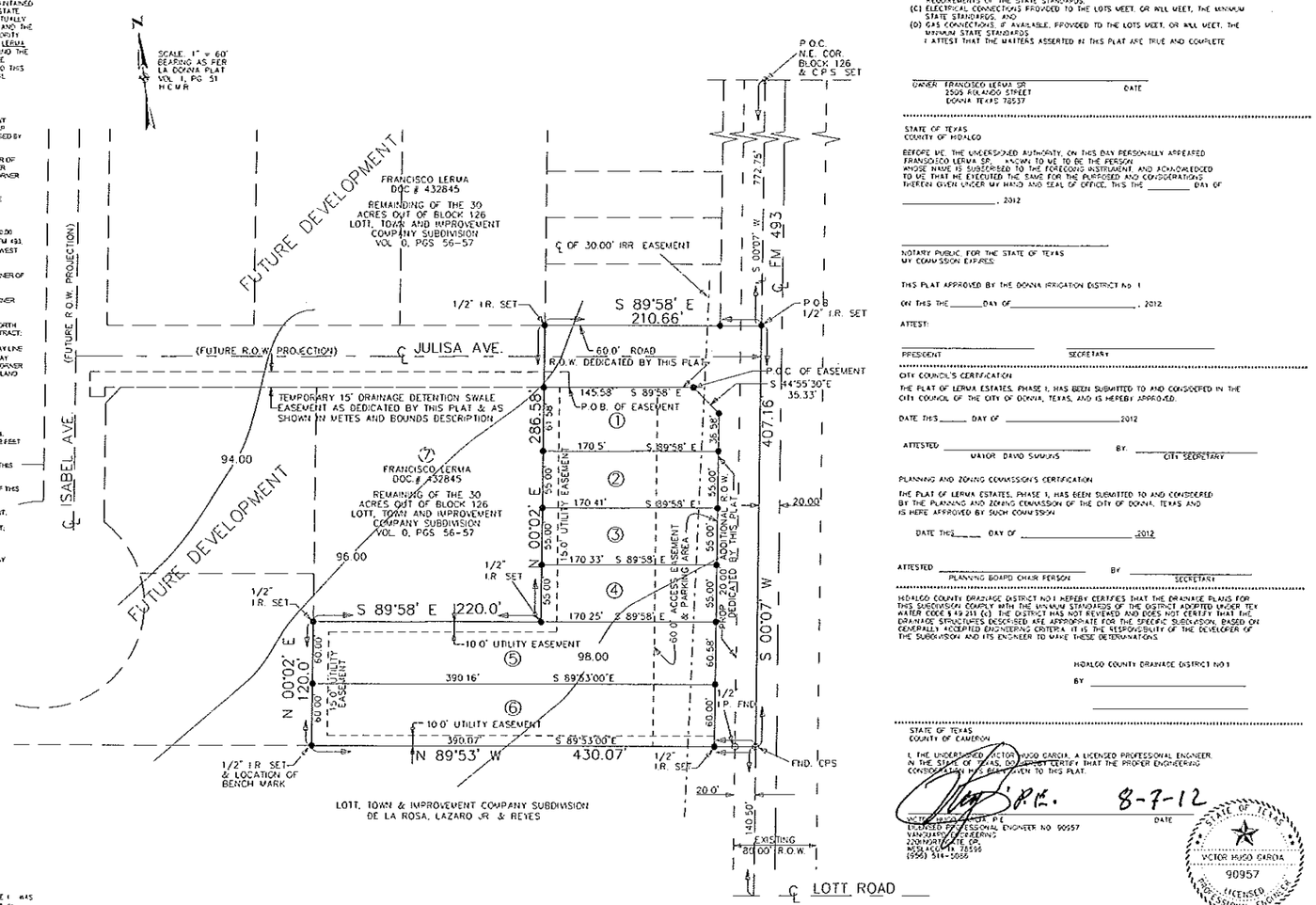
THENCE, N 89° 58' W, A DISTANCE OF 45.46 FEET TO THE NORTHWEST CORNER OF THIS EASEMENT;

THENCE, S 00° 02' W, A DISTANCE OF 24.33 FEET TO A CORNER FOR THIS EASEMENT;

THENCE, S 89° 58' E, A DISTANCE OF 15.00 FEET TO A CORNER FOR THIS EASEMENT;

THENCE, N 00° 02' E, A DISTANCE OF 9.33 FEET TO A CORNER OF THIS EASEMENT

THENCE, S 89° 58' E, A DISTANCE OF 445.75 FEET, ALONG THE SOUTH RIGHT-OF-WAY LINE OF JULISA AVENUE, TO THE POINT OF BEGINNING OF THIS EASEMENT AND CONTAINING 0.16 ACRES OF LAND MORE OR LESS.



STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, FRANCISCO LERMA SR
AS OWNER (S) OF THE 2.57 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LERMA ESTATES, PHASE 1 HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §212.012 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

OWNER: FRANCISCO LERMA SR DATE
2505 ROLANDO STREET
DONNA TEXAS 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANSCISCO LERMA SR. 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 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2012

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT NO. 1

ON THIS THE _____ DAY OF _____, 2012.

ATTEST:

_____ _____
PRESIDENT SECRETARY

CITY COUNCIL'S CERTIFICATION

THE PLAT OF LERMA ESTATES, PHASE 1, HAS BEEN SUBMITTED TO AND CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS _____ DAY OF _____, 2012

ATTESTED _____ BY _____
MAYOR DAVID SUMMUS CITY SECRETARY

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF LERMA ESTATES, PHASE 1, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HERE APPROVED BY SUCH COMMISSION

DATE THIS _____ DAY OF _____, 2012

ATTESTED _____ BY _____
PLANNING BOARD CHAIR PERSON 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 TEX WATER CODE § 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY _____

_____

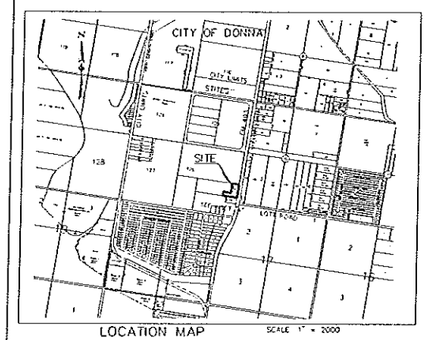
STATE OF TEXAS
COUNTY OF CAMERON

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

P.E. 8-7-12

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

STATE OF TEXAS
VICTOR HUGO GARCIA
90957
LICENSED PROFESSIONAL ENGINEER



LOCATION MAP SCALE 1" = 2000

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRA-TERRITORIAL JURISDICTION OF A MUNICIPALITY

LERMA ESTATES, PHASE 1, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 3 IN THE SOUTHEAST SIDE OF HIDALGO COUNTY ON THE WEST SIDE OF FM 493 4,000.0 FEET SOUTH OF STATES ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846 /2005 CENSUS) LERMA ESTATES LIES ADJACENT TO THE CITY LIMITS OF DONNA AND LIES WITHIN THE CITY'S 2 MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LERMA ESTATES, PHASE 1 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2012

_____
HIDALGO COUNTY JUDGE DATE

ATTEST _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

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

_____
HIDALGO COUNTY CLERK

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LERMA ESTATES, PHASE 1, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

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

_____
HOVERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572
(956) 365-0338

STATE OF TEXAS
REGISTERED
HOVERO LUIS GUTIERREZ
2791
PROFESSIONAL LAND SURVEYOR

LEGEND

60.00	TOPOGRAPHY W/ ELEVATIONS
○	IRON PIN FOUND
●	½" IRON ROD SET
⊙	COTTON PICKER SPINDLE
— — —	CENTER LINE
———	PROP. PROPERTY LINE
— — —	EASEMENT LINE
— · — · —	IRRIGATION EASEMENT
———	LOT LINE

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER	FRANCISCO LERMA SR	2505 ROLANDO STREET	DONNA TEXAS 78537	(956) 533-2451
ENGINEER	VICTOR HUGO GARCIA P.E.	2201 NORTHGATE DR.	WESLACO, TX 78596	(956) 514-5086
SURVEYOR	HOVERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 585-5373

SHEET NO. 1 DATE OF PREPARATION: JUNE 29, 2012

TBPE FIRM REGISTRATION NO. F-7481

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

SHEET 1 OF 2

INDEX TO SHEET OF LERMA ESTATES, PHASE 1

SHEET 1	HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS
	PLAT WITH LOTS, STREETS, AND EASEMENT DIMENSIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION, COUNTY APPROVAL
	CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED, HCID #1 CERTIFICATION, BRIDGE DISTRICT CERTIFICATE OF APPROVAL, CITY OF DONNA CERTIFICATION AND ATTEST, REVISION NOTES, ROW AND HEALTH DEPT. CERTIFICATIONS
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
SHEET 2	THE DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS
	SANITARY SEWER DISTRIBUTION PLAN, & WATER DISTRIBUTION PLAN

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **SANTOY'S ESTATES** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **J.A. GARZA ASSOC.** DEVELOPER: **JOSE LUIS SANTOY**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Moorefield approximate 1 ½ mile North of Mile 3 North Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **Mission** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **04-18-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales.**

DISTANCE TO A DRAIN DITCH: **Approximate 1 Mile South of subdivision development.**

ROAD R.O.W. DEDICATION: **15 feet on Moorefield Road.**

H.C.R.O.W.APPROVED DATE: **06-14-2012**: By, **Victor Gallardo** R.O.W. AGENT

SEWER SYSTEM:
☐ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD
☒ SANITARY SEWER BY: **Mission** LINE SIZE: **8"** LOCATION: **Moorefield Rd.**

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **6"** LOCATION: **Moorefield Rd.**

H.C.O.E.C. APPROVED DATE: **07-09-2012** : By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***July 03, 2012***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This 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.*

PRINCIPAL CONTACTS:

	ADDRESS	PHONE	FAX
OWNER: JOSE LUIS SANTOY	813 W ISRAEL AVENUE, MISSION, TX	(956) 227-5307	
ENGINEER: ROLANDO CRUZ	605 E. VIOLET AVE., STE. A, MCALLEN, TX 78504	(956) 682-5022	(956) 682-5089
SURVEYOR: JESUS A. GARZA	3319 N. WARE STE A, MCALLEN, TX 78501 (956) 687-8677	(956) 687-8641	

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JOSE LUIS SANTOY, AND WIFE ESMERALDA REYNA OWNERS OF THE 1.2475 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SANTOY'S ESTATES SUBDIVISION, HEREBY SUBDIVIDE SAID LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 212.012 AND THAT;

(1) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS
(2) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS
(3) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(4) 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 Luis Santoy 8/20/11
JOSE LUIS SANTOY DATE

Esmeralda Reyna 8-20-11
ESMERALDA REYNA DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF 20th August 2011.

NOTARY PUBLIC, TEXAS

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.011(3)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOY'S ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

Ben Diaz 10-4-11 — ATTEST: Norma Carrillo 10/4/11
MAYOR OF CITY OF MISSION DATE — SECRETARY DATE

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

DATED THIS THE 26th DAY OF Sept., 2011.

CHAIRMAN
PLANNING & ZONING COMMISSION
CITY OF MISSION, TEXAS

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOY'S ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ ATTEST: HIDALGO COUNTY CLERK
HIDALGO COUNTY JUDGE DATE DATE

COUNTY CLERK'S RECORDING CERTIFICATE

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

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

BY: _____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOY'S ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

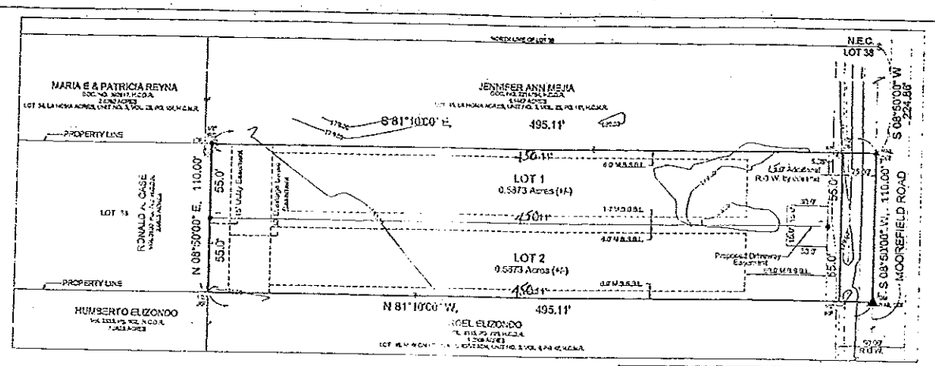
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOY'S ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE 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, JESUS A. GARZA, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF SANTOY'S ESTATES SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEBRUARY 23, 2010.

JESUS A. GARZA, R.P.L.S. NO. 4739 DATE 8-20-11

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

ROLANDO CRUZ, P.E. NO. 55452
CRUZ-HOGAN CONSULTANTS, INC.

STATE OF TEXAS — JESUS A. GARZA — 4739 — REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS — ROLANDO CRUZ — 55452 — REGISTERED PROFESSIONAL ENGINEER

SUBDIVISION PLAT OF
SANTOY'S ESTATES SUBDIVISION

A 1.2475 acre tract of land, out of Lot 38 New Caledonia Unit 3 Subdivision

VOL. 6 PG. 47 AS PER MAP RECORDS OF HIDALGO COUNTY TEXAS

METES AND BOUNDS DESCRIPTION:

Being a 1.2475 acre tract of land, out of Lot 38, New Caledonia Unit 3, as recorded in Volume 6 Page 47 map records of Hidalgo County, Texas; Said tract of land being more particularly described by metes and bounds as follows,

COMMENCING for reference at the Northeast Corner of Lot 38, **THENCE**, S 08° 50' 00" W with and along the east line of Lot 38, and also being the centerline of Moorefield Road, a distance of 224.86 feet to a 60- d nail set for the Northeast Corner of this tract and **POINT OF BEGINNING;**

THENCE, S 08° 50' 00" W, continuing on the same line, a distance of 110.00 feet to a 60-d nail set for the Southeast Corner;

THENCE, N 81° 10' 00" W, parallel to the South line of Lot 38, a distance of 25.00 feet passing a one-half (½) inch diameter iron rod found at the West Right-Of-Way line of Moorefield Road and a total distance of 495.11 feet to a half (½) inch diameter iron rod found for the Southwest Corner;

THENCE, N 08° 50' 00" E, parallel to the east line of Lot 38, a distance of 110.00 feet to a half (½) inch diameter iron rod set for the Northwest Corner;

THENCE, S 81° 10' 00" E, parallel to the South line of Lot 38, a distance of 450.11 feet passing a half (½) inch diameter iron rod found at the existing West Right-Of-Way line of Moorefield Road (50.0') and a total distance of 495.11 feet to a 60-d nail set for the Northeast Corner and **THE POINT OF BEGINNING;**

Said tract of land containing 1.24750 acres more or less.

Basis of Bearing: (S 08° 50' 00" W) found a 60-d nail at the Northeast Corner of Lot 41, and a 60-d nail found at the Southeast Corner of Lot 39;

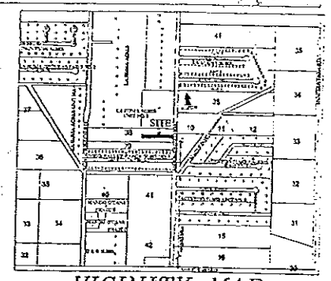
THIS PLAT IS HEREBY APPROVED BY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE 12th DAY OF Sept., 2011.

ATTEST: _____ PRESIDENT

_____ SECRETARY

NO.	SHEET	REVISION	DATE APPROVED



VICINITY MAP
SCALE: 1" = 1000'

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

SANTOY'S ESTATES SUBDIVISION IS LOCATED MIDDLE HIDALGO COUNTY PRECINT NO. 3 ON THE WEST SIDE OF MOORFIELD ROAD & 0.95 MILE NORTH OF MILE 3 ROAD AND APPROXIMATELY THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF MISSION (PCR. 77.059). SANTOY'S ESTATES SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS WITHIN THE CITY'S TWO MILE ETJ UNDER LOCAL GOVERNMENT CODE § 42.021

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6

1. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, & THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
2. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
3. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
4. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

GENERAL PLAT NOTES:

1. BY GRAPHICAL PLOTTING THIS PROPERTY FALLS IN FLOOD ZONE "C" AS PER FEMA MAP: AREAS OF MINIMAL FLOODING, COMMUNITY PANEL NO. 480334 0190 D MAP REVISED: JUNE 6, 2000. THE 1 YEAR WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100 YEAR FLOOD PLAIN. COMMUNITY PANEL NO. 480334 0190 D MAP REVISED: JUNE 6, 2000 , OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD INSURANCE RATE MAP (FIRM) INDICATES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100 YEAR FLOOD PLAIN.
2. NO 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 UNSUBSIDIZED UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTION 3 4001 THROUGH 4127).
3. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
   - FRONT: 60 FEET IN MOORFIELD ROAD.
   - REAR: 10 FEET
   - SIDE: 10 FEET OR GREATER FOR EASEMENT.
4. ALL FINISH FLOOR ELEVATION SHALL BE 13" ABOVE CENTER LINE OF STREET OR TOP OF NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL CONSTRUCTION WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 & HIDALGO COUNTY REQUIREMENTS, DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1580 CUBIC FEET PER LOT OR 0.036 ACRE-FEET OF STORM WATER RUN-OFF PER LOT. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY UTILIZING SWALES AT THE REAR OF EACH LOT.
6. ALL STORM AND WASTEWATER AREAS WITHIN 10 FEET FROM THE PROPERTIES ON THIS SUBDIVISION.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF ALL BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GRASS AND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH 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, GAS SERVICE WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET OR AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
10. BENCHMARK: ELEV. 100.0
    BENCHMARK AT SOUTHEAST CORNER OF SUBDIVISION AT CENTERLINE OF MOORFIELD ROAD
    VERTICAL DATUM IS NAVD 1988 REFERENCED TO CITY OF MCALLEN BENCH MARK NO. 64.
11. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE PLACED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING 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 DRAINAGE SWALE EASEMENT.
12. ALL LOT CORNERS #5 PKD SET WITH 1/2" IRON ROD OR AS NOTED.
13. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT, UNLESS OTHERWISE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS . . . ANY ADDITIONAL DWELLINGS SHALL BE APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT, THE OFFICE OF ENVIRONMENTAL ASSISTANCE AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
14. 5' SIDEWALK REQUIRED ON MOORFIELD BY LOT OWNER.
15. THIS PROPERTY COVERED BY THIS SUBDIVISION PLAT IS SUBJECT TO THAT ON CERTAIN COVENENT AGAINST REAL PROPERTY BETWEEN JOSE LUIS SANTOY & ESMERALDA REYNA AND THE CITY OF MISSION EXECUTED ON 9-26-2008 AND RECORDED IN THE OFFICAL RECORDS OF HIDALGO COUNTY, TEXAS.
16. Lots 1 & 2 shall not have independent driveways and must use the common access easement as their shared driveway.
17. Property owner will be responsible to pay for their portion of Moorefield Road improvements at the time it widening at the road.
18. ALL LOTS IN SANTOY'S ESTATES SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SANTOY'S ESTATES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF SANTOY'S ESTATES SUBDIVISION, THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS, AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 MAY ENFORCE THIS PLAT NOTE BY INJUCTION 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 FROM DRAINAGE OF THE LOTS COMPRISING SANTOY'S ESTATES SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN SANTOY'S ESTATES SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY AND (EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN SANTOY'S ESTATES SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT BUFFERING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

INDEX TO SHEET OF SANTOY'S ESTATES SUBDIVISION

SHEET 1: HEADING INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE OF PRECINCT THE PROJECT IS SITUATED IN; FEMA CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; ROW CERTIFICATE; HEALTH CERTIFICATE.

SHEET 2: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER STATEMENT & CERTIFICATE; DRAINAGE REPORT (INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT); AND ENGINEER'S CERTIFICATION REVISION NOTES.

SHEET 3: WATER DISTRIBUTION AND SANITARY SEWER MAP; AND MAP OF TOPOGRAPHY AND DRAINAGE.

DRAWN BY: SA	DATE DRAWN:	08/11/2010	LEGEND:
CHECKED BY: JG	DATE CHECKED:		
REVISIONS:			
1 CITY AND COUNTY CORRECTIONS	DATE:	07/01/2011	
2	DATE:		
3	DATE:		
SCALE: 1" = 50'			SHEET NO.:
100 50 0 50 100			1 of 3

NORTH ARROW

PREPARED AND SURVEYED BY:

J.A GARZA ASSOCIATES, L.L.C.
3319 N WARE ROAD, SUITE "A"
McALLEN, TX 78501
PH: (956) 687-8677
FAX: (956) 687-8641
REGISTRATION NO. 7023644

ENGINEERS:

CRUZ—HOGAN Consultants, Inc.
Engineers · Planners Consultants
Harlingen · McAllen
1221 E. Tyler, Suite A — 605 E. Violet Ave. Suite 5
Harlingen Tx 78550 — McAllen Tx 78504
office 425—8968 fax 423—5083 — office 682—5022 fax 682—5089
REGISTRATION NO. 12011 28

PROJECT NAME:

SANTOY'S ESTATES SUBDIVISION

PROJECT LOCATION:

A 1.2475 AC RETRACT OF LAND, OUT OF LOT 38
NEW CALEDONIA UNIT 3 SUBDIVISION
VOL. 6 PG. 47 AS PER MAP RECORDS
OF HIDALGO COUNTY, TEXAS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **LOS GOMEZ** SUBDIVISION, PRECINCT No. **2 .**

ENGINEER: **SDI ENGINEERING** DEVELOPER: **JULIO GOMEZ**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **East of Nebraska, approximately 800 feet South of Moore Road.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **The City of San Juan** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-13-2011** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales.**

DISTANCE TO A DRAIN DITCH: **Approximate 1.5 Miles South of subdivision development.**

ROAD R.O.W. DEDICATION: **30 feet on Nebraska Road.**

H.C.R.O.W.APPROVED DATE: **11-10-2011**: By, **Jaime Salinas** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD
☐ SANITARY SEWER BY: _____ LINE SIZE: _____ LOCATION: _____

WATER SERVICE PROVIDER: **City of San Juan** LINE SIZE: **8"** LOCATION: **Nebraska Rd.**

H.C.O.E.C. APPROVED DATE: **07-09-2012** : By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

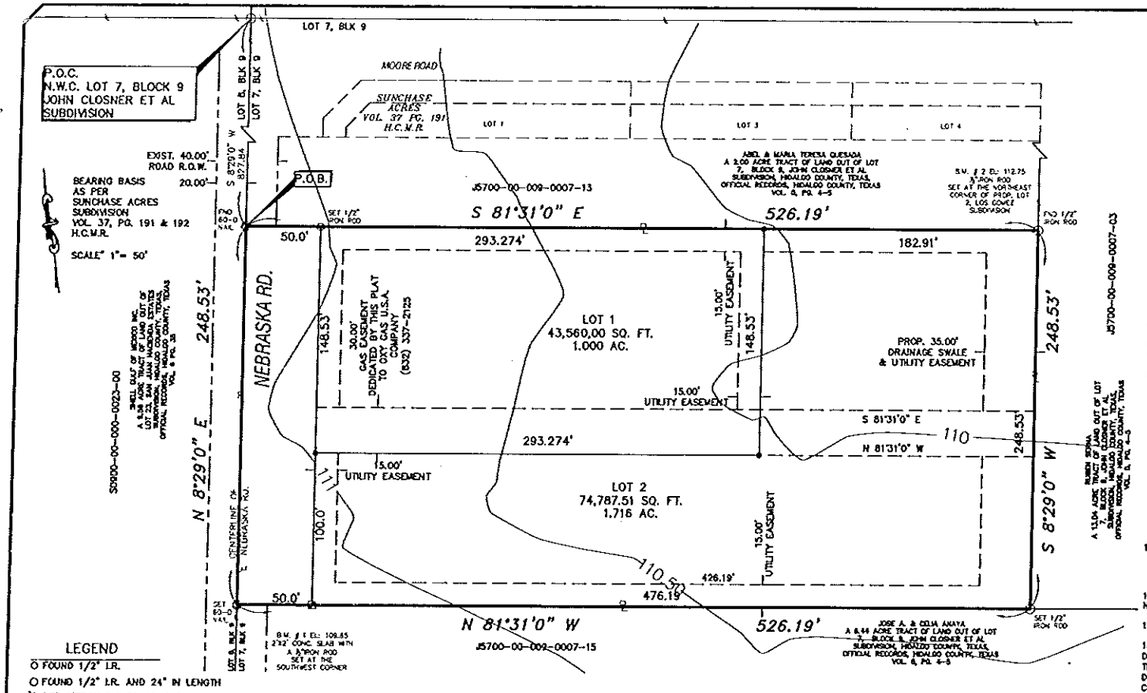
☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***November 22, 2011.***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This 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.*



LEGEND

- O FOUND 1/2" I.R.
- O FOUND 1/2" I.R. AND 24" IN LENGTH
- ⊗ SET COTTON PICKER SPINDLE
- • SET 3/4" REBARS
- ▣ CONCRETE BENCHMARK
- ⊠ 1/2" IRON PIPE FOUND
- ● FOUND 60-D NAIL

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, JULIO GOMEZ, AS OWNER (S) OF THE 3.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS GOMEZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: JULIO GOMEZ _____ DATE
ADDRESS: 512 MAKAYLA DRIVE
SAN JUAN, TEXAS 78589
(956) 605-0181

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JULIO GOMEZ, KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2012.

NOTARY PUBLIC
MY COMMISSION EXPIRES ON _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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 DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

DISTRICT MANAGER _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE THE CITY OF SAN JUAN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS LOS GOMEZ SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 2012.

PLANNING & ZONING COMMISSION CHAIRPERSON DATE

NAME	ADDRESS	PHONE NUMBER	FAX NUMBER
OWNER: JULIO GOMEZ	512 MAKAYLA DRIVE, SAN JUAN, TEXAS 78589	(956) 605-0181	N/A
OWNER: GILBERT QUEZADA	RT. 2, BOX 514, SAN JUAN, TEXAS 78589	(956) 605-0181	N/A
ENGINEER: ISAEL POSADAS	1703 W. OWASSA RD., EDINBURG, TX. 78539	(956) 783-7634	(956) 783-7834
SURVEYOR: JOSE MARIO GONZALEZ	8207 MATEO ESCOBAR, MONTE ALTO, TX. 78538	(956) 380-5154	(956) 380-5155

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS GOMEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2012.

ENVIRONMENTAL HEALTH DIVISION MANAGER. _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, A REGISTER PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS, AND STREETS OF LOS GOMEZ SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON NOVEMBER 15, 2010.

JOSE MARIO GONZALEZ, R.P.L.S. No. 005571 _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS GOMEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2012.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

ISAEL POSADAS, P.E., C.F.M. _____ DATE
LICENSED PROFESSIONAL ENGINEER NO. 89435

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS GOMEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2012.

HIDALGO COUNTY JUDGE _____ DATE

HIDALGO COUNTY CLERK _____ DATE

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. 1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B" COMMUNITY-PANEL NUMBER: 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982. 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.

2. SETBACKS:
FRONT: 50.00 FEET
REAR: 40.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL ARE REQUIRED PRIOR TO OCCUPYING THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS.

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

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--> B.M. NO. 1 – ELEV. 109.85 N.G.V.D. 29 DESCRIPTIONS: 2'X2' CONCRETE SLAB WITH A 1/2" SET AT THE SOUTHWEST CORNER OF LOT 2, LOS GOMEZ SUBDIVISION.
--> B.M. NO. 2 – ELEV. 112.75 N.G.V.D. 29 DESCRIPTIONS: 1/2" IRON ROAD SET AT THE NORTHEAST CORNER OF LOT 2 OF LOS GOMEZ SUBDIVISION.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 5,557.98 CUBIC-FEET 0.128 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO.2 FOR STORM SEWER IMPROVEMENTS.)

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

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

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

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

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

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

12. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

13. JULIO GOMEZ, THE OWNER & SUBDIVIDER OF LOS GOMEZ SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

14. A 5.0' SIDEWALK IS REQUIRED ALONG NEBRASKA ROAD AT THE BUILDING PERMIT STAGE.

15. ALL LOTS IN (LOS GOMEZ SUBDIVISION) ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN (LOS GOMEZ SUBDIVISION) TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF (LOS GOMEZ 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 (LOS GOMEZ SUBDIVISION) BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN (LOS GOMEZ SUBDIVISION), THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN (LOS GOMEZ 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.

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

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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY IRRIGATION DISTRICT # 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 THIS THE _____ DAY OF _____, 2012

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY DISTRICT No. 2 RIGHT OF WAYS EASEMENTS.

SECRETARY _____ DATE

PRESIDENT – H.C.I.D. NO. 2 _____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF SAN JUAN, TEXAS, HEREBY CERTIFY THAT THIS PLAT OF LOS GOMEZ SUBDIVISION CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE CITY.

CITY OF SAN JUAN, CLERK _____ DATE

CITY OF SAN JUAN, MAYOR _____ DATE

COUNTY CLERK'S RECORDING CERTIFICATE:

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

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, GILBERT QUEZADA, AS OWNER (S) OF THE 3.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS GOMEZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

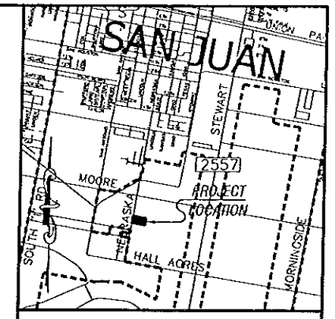
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: GILBERT QUEZADA _____ DATE
ADDRESS: RT. 2, BOX 514
SAN JUAN, TEXAS 78589

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GILBERT QUEZADA, KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2012.

NOTARY PUBLIC
MY COMMISSION EXPIRES ON _____



LOCATION MAP
SCALE: 1"= 3000'

PREPARED BY: SDI ENGINEERING, L.L.C.
1703 W. OWASSA RD.
EDINBURG, TEXAS 78539

DATE PREPARED: JUNE 7, 2011
DATE SURVEYED: JUNE 7, 2011

LOS GOMEZ SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 2 IN THE CENTERAL AREA OF HIDALGO COUNTY, ON THE EAST SIDE OF NEBRASKA ROAD APPROXIMATELY 1 MILE SOUTH FROM MOORE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF SAN JUAN, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF SAN JUAN POPULATION IS 34,550. GOMEZ ESTATES SUBDIVISION LIES ADJACENT TO THE CITY LIMITS OF THE CITY OF SAN JUAN AND IS LOCATED WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

SUBDIVISION PLAT OF LOS GOMEZ SUBDIVISION

BEING A 3.00 ACRE TRACT OF LAND OUT OF LOT 7, BLOCK 9 JOHN CLOSNER ET, AL SUBDIVISION HIDALGO COUNTY, TEXAS VOLUME 0, PAGES 4 & 5 H.C.M.R.

METES AND BOUNDS

A 3.00 ACRE TRACT OF OUT OF LOT 7, BLOCK 9, JOHN CLOSNER ET AL SUBDIVISON AS RECORDED ON VOLUME 0 PAGES 4 & 5 MAP RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING THE THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 9, THENCE; SOUTH 8°29'00" WEST, WITH AND ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 827.84 FEET TO A 60-D NAIL FOUND FOR THE NORTHWEST CORNER OF THIS TRACT AND ALSO BEING THE POINT OF BEGINNING.

THENCE; SOUTH 81°31'00" EAST, PARALLEL TO THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 50.0 FEET TO AN ½" IRON ROD 24" IN LENGTH SET FOR THE NEW EAST RIGHT-OF-WAY LINE OF NEBRASKA ROAD AND CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 526.19 FEET TO AN ½" IRON ROD 24" IN LENGTH FOUND FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH 8°29'00" WEST, PARALLEL TO THE WEST LOT LINE OF SAID LOT 7, A DISTANCE OF 248.53 FEET TO A ½" IRON ROD 24" IN LENGTH SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; NORTH 81°31'00" WEST, PARALLEL TO THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 476.19 FEET TO AN ½" IRON ROD 24" IN LENGTH SET FOR THE NEW EAST RIGHT-OF-WAY LINE OF NEBRASKA ROAD AND CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 526.19 FEET TO A 60-D NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH 8°29'00" EAST, WITH AND ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 248.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.00 ACRES OF LAND MORE OR LESS OUT OF LOT 7, BLOCK 9, JOHN CLOSNER ET AL SUBDIVISION.

INDEX TO SHEET LOS GOMEZ SUBDIVISION

1	LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.I.D. No. 2 CERTIFICATION, RIGHT OF WAY CERTIFICATION; H.C.H.D. CERTIFICATION: 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 VERSION); SAMPLE OF LOG BOOK FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; DRAINAGE REPORT, SUBDIVIDER CERTIFICATE AND STATEMENT. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL SWALE DETAIL; CULVERT DETAIL FOR PROPOSED DRIVEWAY.

SDI ENGINEERING, LLC
CIVIL • TRANSPORTATION • PLANNING • STORMWATER
1703 A. OWASSA RD., EDINBURG, TEXAS
EDINBURG, TEXAS (956) 783-7634 PH (956) 287-5697 FAX
INFO@SDI-ENGINEERING.COM
TBPE REG. NO F-13018

NO.	SHEET	REVISION	DATE	APPROVED
1	PLAT	SWALE & UTILITY EASEMENT COMBINED	7/31/12	L.P.

C:\Users\SDI\Documents\SDI Projects_Files_PC_07\Gomez_Subdivision\3 Drawings\Los_Gomez_Subd.dwg — Jul 31, 2012 - 1:34PM

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **GUAJARDO ACRES** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **HL ENGINEERING GROUP** DEVELOPER: **CESAR GUAJARDO**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Mile 4 West Road approximate 14 mile North of Mile 19 North Road.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of ___ and was approved administratively by said City.*
☒ *ETJ of* **Elsa** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **04-26-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention will be accomplishing natural low green area.**

DISTANCE TO A DRAIN DITCH: **Approximate ½ mile north of development.**

ROAD R.O.W. DEDICATION: **5 feet on Mile 4 West Road by this plat**

H.C.R.O.W.APPROVED DATE: **04-10-2012** : By, **Roy Gonzales** R.O.W. AGENT

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Issac Mata.**

SEWER SYSTEM:
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD
☐ SANITARY SEWER BY: ___ LINE SIZE: ___ LOCATION: ___

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **4"** LOCATION: **Mile 4 West Road.**

H.C.O.E.C. APPROVED DATE: **08-15-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☒ **Cash Deposit:** *Amount:$**1,500.00** For:* ☒*OSSF(S)* **1** ☐PAVING ☐DRAINAGE
☐ **A Letter of Credit** *Financial Institution:* ___ *L.O.C No.* ___
*Amount: $*___*For:* ☐*OSSF(S)*___ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

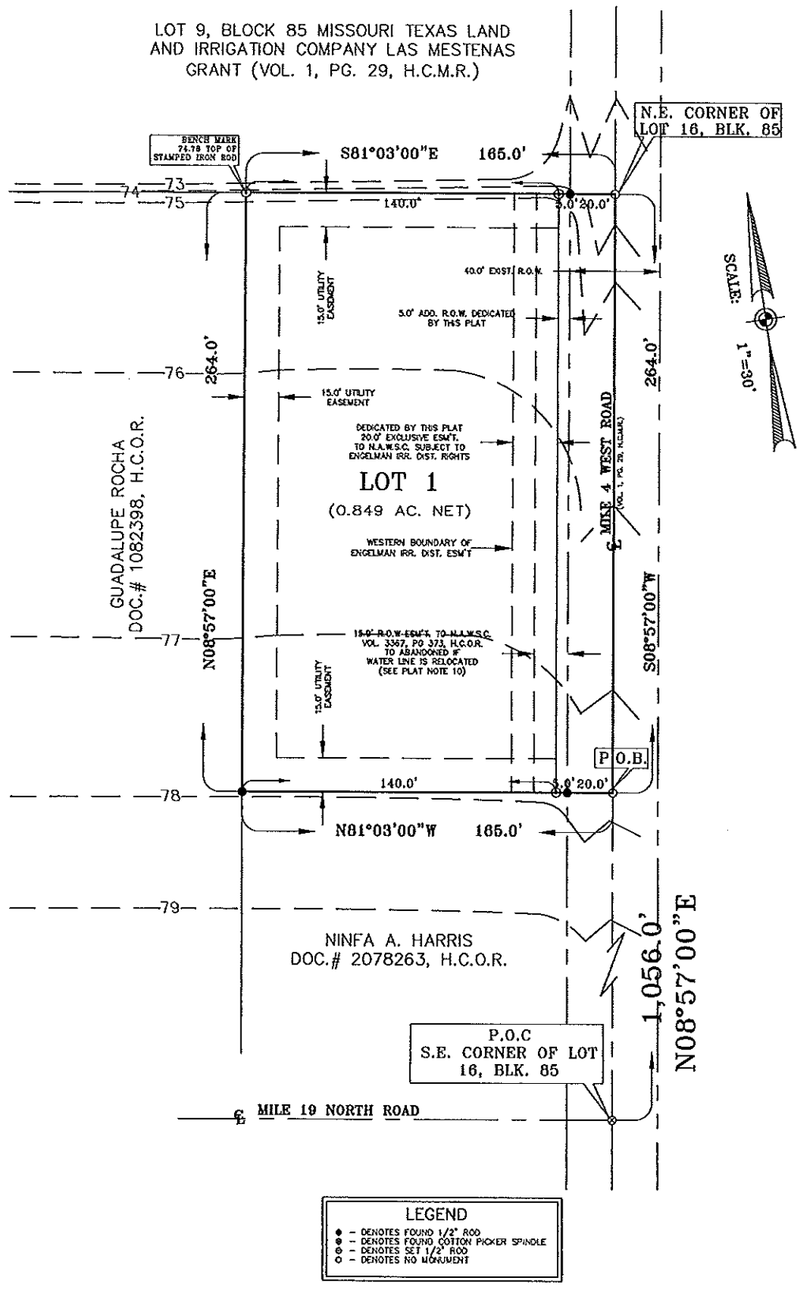
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ___, ___

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* ___.
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☒ **Final Approval** *with financial guarantee.*

* *This 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.*

GUAJARDO ACRE SUBDIVISION

A 1.00 ACRE TRACT OF LAND OUT OF LOT 16, BLOCK 85, MISSOURI TEXAS LAND AND IRRIGATION COMPANY LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION

COMMENCING AT A COTTON PICKER SPINDLE (C.P.S.) FOUND FOR THE SOUTHEAST CORNER OF LOT 16, BLOCK 85;

THENCE, NORTH 08 DEGREES 57 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF LOT 16, BLOCK 85, A DISTANCE OF 1056.0 FEET TO THE POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, NORTH 81 DEGREES 03 MINUTES 00 SECONDS WEST PARALLEL TO THE NORTH LINE OF LOT 15, BLOCK 85, AT 20.0 FEET PASS A ½" IRON ROD FOUND FOR THE EXISTING WEST RIGHT OF WAY LINE OF MILE 4 WEST ROAD AND A TOTAL DISTANCE OF 165.0 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 08 DEGREES 57 MINUTES 00 SECONDS EAST PARALLEL TO THE EAST LINE OF LOT 16, BLOCK 85, A DISTANCE OF 264.0 FEET TO A ½" IRON ROD SET ON THE NORTH LINE OF LOT 16, BLOCK 85 FOR THE NORTHWEST CORNER OF THIS TRACT;

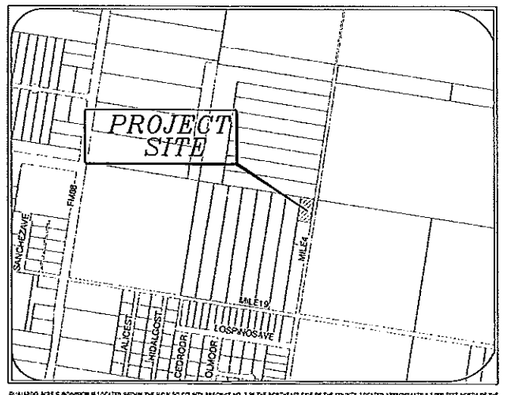
THENCE, SOUTH 81 DEGREES 03 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF LOT 16, BLOCK 85, AT 145.0 FEET PASS A ½" IRON ROD FOUND FOR THE EXISTING WEST RIGHT OF WAY LINE OF MILE 4 WEST ROAD AND A TOTAL DISTANCE OF 165.0 FEET TO THE NORTHEAST CORNER OF LOT 16, BLOCK 85 ALSO BEING THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 08 DEGREES 57 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF LOT 16, BLOCK 85, A DISTANCE OF 264.0 FEET TO THE POINT OF BEGINNING AND CONTAINING A 1.00 ACRE TRACT OF LAND, MORE OR LESS.

GENERAL NOTES

1. FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: JUNE 6, 2000 AND AMENDED MAY 17, 2001.
2. SETBACKS:
   - FRONT 25.00 FEET
   - SIDE 15.00 FEET
   - REAR 15.00 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 FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 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 ELEVATION. 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 BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   B.M. 74.78 N.A.V.D. 88
   DESCRIPTION: NO. 4 REBAR SET AT NORTHWEST PROPERTY CORNER OF THIS TRACT.
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1514.25 CUBIC-FEET (0.03 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. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. 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.
9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
10. 15.0' EXISTING R.O.W. EASEMENT TO N.A.W.S.C. AS PER VOLUME 3367, PAGE 373, HIDALGO COUNTY DEED RECORDS, HIDALGO COUNTY TEXAS, TO BE ABANDONED BY N.A.W.S.C. IF THE EXISTING 4" WATER LINE IS RELOCATED TO THE 20.0' REPLACEMENT EASEMENT DEDICATED BY THIS PLAT.
11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
13. CLEARANCES FOR WATER METERS: (ONLY FOR LOTS BEING AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
14. ALL LOT OWNERS SHALL MAINTAIN A VALID CONTRACT WITH A SOLID WASTE DISPOSAL SERVICE PROVIDER FOR THE PROPER COLLECTION AND DISPOSAL OF SOLID WASTE GENERATED ON THE LOT.
15. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO ENGELMAN IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
16. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
17. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES OR DRIVEWAY OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
18. SILVIA GUAJARDO, THE OWNER & SUBDIVIDER OF GUAJARDO ACRE SUBDIVISION, RETAINS A BLANKET EASEMENT ON UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.
19. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATION OF THE SUBDIVISION.
20. A ½" DIAMETER IRON ROD SHALL BE SET ON ALL LOT CORNERS, UNLESS OTHERWISE NOTED ON THIS PLAT.

LOCATION MAP
SCALE: 1" = 200'



GUAJARDO ACRE SUBDIVISION IS LOCATED WITHIN THE HIDALGO COUNTY PRECINCT NO. 3 ON THE NORTHEAST SIDE OF THE COUNTY, LOCATED APPROXIMATELY 8.0KM FEET NORTH OF THE INTERSECTION OF STATE HIGHWAY 88 NORTH SIDE AND MILE 4 WEST ROAD, ONE (ONLY RESIDENT MUNICIPALITY IS THE CITY OF ELSA ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA POPULATION 6,883). GUAJARDO ACRE SUBDIVISION LIES APPROXIMATELY 1 MILE FROM THE CITY LIMITS OF THE CITY OF ELSA AND IS WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.003.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:
I, SILVIA GUAJARDO , AS OWNER(S) OF THE 1.0 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED GUAJARDO ACRE SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO THE PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFIED THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF THE TEXAS LOCAL GOVERNMENT CODE 232.032
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOST WEET, OR WILL WEET, THE MINIMUM STATE STANDARDS.
(B) THE SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WEET OR WILL WEET, THE MINIMUM STATE STANDARDS.
(C) THE ELECTRICAL CONNECTIONS TO THE LOTS WEET OR WILL WEET, THE MINIMUM STATE STANDARDS.
(D) THE GAS CONNECTIONS, IF AVAILABLE, TO THE LOTS OR SEPTIC TANKS WEET OR WILL WEET, THE MINIMUM STATE STANDARDS.

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

_____ _____
BY: SILVIA GUAJARDO DATE

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 PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS THE _____ DAY OF _____, 2012 A.D.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

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

_____ _____
MAYOR, CITY OF ELSA DATE

_____ _____
ATTEST, CITY SECRETARY DATE

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ELSA, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF ELSA WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRMAN PLANNING & ZONING COMMISSION DATE

THIS PLAN IS HEREBY APPROVED BY THE ENGELMAN IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

_____ _____
DISTRICT PRESIDENT DATE

_____ _____
SECRETARY DATE

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

_____ _____
HIDALGO COUNTY DRAINAGE DISTRICT NO.1 DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF GUAJARDO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF GUAJARDO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

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

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF GUAJARDO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
HERNAN LUGO, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER No. 108728

STATE OF TEXAS
COUNTY OF HIDALGO

I, ARTURO SALINAS A REGISTERED PUBLIC LAND SURVEYOR IN STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____ _____
ARTURO SALINAS DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4802
DATE SURVEYED: 04/02/2012

COUNTY CLERK'S RECORDING CERTIFICATE

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

SHEET INDEX

1	LOCATION MAP; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENTS DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATIONS; OWNERS DEDICATIONS, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATED PRECINCT WHERE THE PROJECT IS SITUATED; H.C.O.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; R.O.W. CERTIFICATION; HCHD CERTIFICATION; REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER (O.S.S.F.) MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF THE WATER AND WASTEWATER (O.S.S.F.) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF THE LOG BORE FOR O.S.S.F. SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.
3	DRAINAGE REPORT INCLUDING DESCRIPTION OF THE DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

SHEET 1

HL ENGINEERING GROUP
Texas Registered Engineering Firm F-14022
5111 N. 10th Street Ste. 246
Mc Allen TX 78504
Phone: (956) 648-9799
Fax : (956) 648-9799
Civil & Environmental Design ♦ Land Development ♦ Planning ♦ Project Management

DATE OF PREPARATION: APRIL 2012 DRAWN BY: H.L. PROJECT NUMBER: 041201

	NAME	ADDRESS	PHONE	FAX
OWNER	SILVIA GUAJARDO	HWY 88, MILE 19 CALLE HIDALGO S. ELSA TEXAS 78543	(956) 246-0314	
ENGINEER	HERNAN LUGO	5111 N. 10TH ST. STE. 246 MCALLEN TEXAS 78504	(956) 648-9799	(956) 388-9163
SURVEYOR	ARTURO SALINAS	1524 DOVE AVE. MCALLEN TEXAS 78504	(956) 618-5565	(956) 618-5540

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **CANTU HEIGHTS** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **J.A. GARZA ASSOC.** DEVELOPER: **ALFREDO CANTU Jr.**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Mile 5 North Rd. approximately 650 feet West of Schuerbach**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of_____and was approved administratively by said City.*
☒ *ETJ of* **Mission** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-04-2007** PROPERTY LIES WITHIN FLOOD ZONE: **"X" (Shaded)** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales.**

DISTANCE TO A DRAIN DITCH: **Approximate 1 Miles South of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on Mile 5 North Road.**

H.C.R.O.W.APPROVED DATE: **12-10-2007**: By, **Jaime Salinas** R.O.W. AGENT

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Aniceto Izaguirre**

SEWER SYSTEM:
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD
☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **6"** LOCATION: **Mile 5 North Rd.**

H.C.O.E.C. APPROVED DATE: **07-09-2012** : By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☒ **Cash Deposit:** *Amount:$**1,500**_For:* ☒*OSSF(S)* **1** ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
*Amount: $*_____*For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***July 03, 2012***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of*_____.
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*
☐ **Final Approval** *subject to recommendations other departments*
☒ **Final Approval** *with financial guarantee.*

* *This 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.*

OWNERS:	ALFREDO CANTU JR. AND JOSE ANGEL CANTU	1607 THOMPSON RD., MISSION, TX 78572-9659	(956) 585-5518	
ENGINEER:	ROLANDO CRUZ	605 E. VIOLET AVE., STE. 5, MCALLEN, TX 78504	(956) 682-5022	(956) 682-5089
SURVEYOR:	JESUS A. GARZA	3319 N. WARE STE. A, MCALLEN, TX 78501	(956) 687-8677	(956) 687-8641

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFREDO CANTU JR. AND JOSE ANGEL CANTU, OWNERS OF THE 3.73 ACRE TRACT OF LAND ENCOURAGED WITHIN THE PROPOSED CANTU HEIGHTS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET, PARK AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 212.012 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.

Alfredo Cantu — 8/30/11
ALFREDO CANTU JR. — DATE

Jose A Cantu — 8/30/11
JOSE ANGEL CANTU — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC ON THIS DAY PERSONALLY APPEARED ALFREDO CANTU JR. AND JOSE ANGEL CANTU PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME FIRST DULY SWORN, DELEGATED THAT THE STATEMENTS THEREIN ARE CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF August 2011

NOTARY PUBLIC, TEXAS

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.009(c) AND 212.0115(b)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CANTU HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

ATTEST: — MAYOR CITY OF MISSION — DATE: 10-4-11 — SECRETARY OF THE CITY OF MISSION — 10/4/11 DATE

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

DATED THIS 28th DAY OF Sept , 2011

CHAIRMAN

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CANTU HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT _____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CANTU HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CANTU HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

ATTEST: _____

HIDALGO COUNTY JUDGE — DATE — HIDALGO COUNTY CLERK — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(c). THIS 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: _____

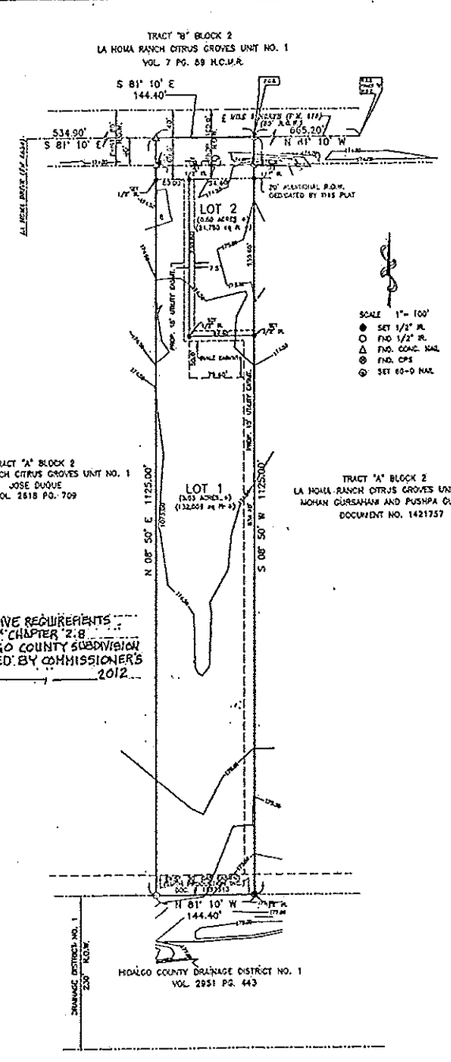
STATE OF TEXAS
COUNTY OF HIDALGO

I, JESUS A. GARZA, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF CANTU HEIGHTS SUBDIVISION WAS PREPARED FOR A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEBRUARY 20, 2007.

JESUS A. GARZA, R.P.L.S. NO. 4739 — DATE 8-30-11

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

ROLANDO CRUZ, P.E. NO. 55459
CRUZ-HOGAN CONSULTING ENGINEERS — 8/30/11



*VARIANCE TO HAVE REQUIREMENTS UNDER TITLE "B" CHAPTER "2.8 ITEM (D) HIDALGO COUNTY SUBDIVISION RULES APPROVED BY COMMISSIONER'S COURT ON _____, 2012

SUBDIVISION PLAT OF *CANTU HEIGHTS SUBDIVISION*

'MISSION, TEXAS'

BEING A 3.73 ACRE TRACT OF LAND,
OUT OF TRACT "A" BLOCK 2, OUT OF LA HOMA RANCH CITRUS GROVES,
UNIT 1 AS RECORDED IN VOLUME 7 PAGE 59 MAP RECORDS
OF HIDALGO COUNTY, TEXAS.

CRUZ—HOGAN Consultants, Inc.
Engineers · Planners Consultants
Harlingen — 1221 E. Tyler, Suite A, Harlingen Tx 78550, office 425-8688 fax 425-5083
McAllen — 605 E. Violet Ave. Suite 5, McAllen Tx 78504, office 682-5022 fax 682-5089

J.A. Garza Associates, L.L.C.
3319 N. Ware Rd. Ste. "A"
McAllen, Texas 78501
(956) 687-8677
(956) 687-8641 fax

HIDALGO COUNTY IRRIGATION DISTRICT No. 6

1. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO IRRIGATION DISTRICT No. 6, & THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
2. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
3. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR PLACED ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
4. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE 19th DAY OF September , 2011

ATTEST: — PRESIDENT

SECRETARY Director

METES AND BOUNDS DESCRIPTION OF CANTU HEIGHTS SUBDIVISION
(3.73 AC)

BEING A 3.73 ACRE TRACT OUT OF OF TRACT "A" BLOCK 2, OUT OF LA HOMA RANCH CITRUS GROVES UNIT NO. 1 IN HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 7 PAGE 59 MAP RECORDS IN HIDALGO COUNTY, TEXAS; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER OF TRACT A; THENCE N 81°10' 00" W, WITH AND ALONG THE NORTH LINE OF TRACT "A" AND ALSO BEING THE CENTERLINE OF MILE 5 (FM 676) A DISTANCE OF 665.20 FEET TO A 60-D NAIL SET FOR THE NORTHEAST CORNER OF THIS DESCRIPTION FOR THE POINT OF BEGINNING;

THENCE, S 08°50'00" W, PARALLEL TO THE EAST LINE OF TRACT "A" A DISTANCE OF 40.00 FEET PASS THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MILE 5, AND A TOTAL DISTANCE OF 1125.00 FEET TO A 1/2 INCH DIA. IRON ROD SET FOR THE SOUTHEAST CORNER;

THENCE, N 81°10' 00" W, WITH AND ALONG THE NORTH LINE OF H.C.D.D. No. 1, A DISTANCE OF 144.40 FEET TO A 1/2 INCH DIA. IRON ROD FOUND FOR THE SOUTHWEST CORNER;

THENCE, N 08°50'00" E, PARALLEL TO THE EAST LINE OF TRACT "A" A DISTANCE OF 1085.00 FEET PASS A 1/2 INCH DIA IRON ROD FOUND AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MILE 5 (FM 676) AND A TOTAL DISTANCE OF 1125.00 FEET TO A CONCRETE NAIL FOUND FOR THE NORTHWEST CORNER, AND ALSO BEING A POINT ON THE NORTHLINE OF TRACT "A";

THENCE, S 81°10' 00" E, WITH AND ALONG THE NORTH LINE OF TRACT "A" AND ALSO BEING THE CENTERLINE OF MILE 5 (FM 676), A DISTANCE OF 144.00 FEET TO A DISTANCE 60-D NAIL SET FOR THE NORTHEAST CORNER OF THIS DESCRIPTION FOR THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINS 3.73 ACRES MORE OR LESS.

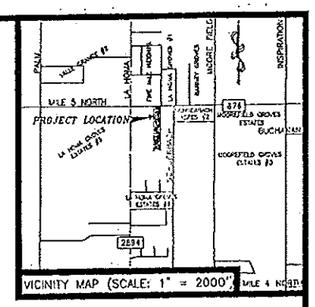
BASIS OF BEARING: FOUND 1/2 DIA. IRON ROD AT THE NORTHEAST CORNER OF LOT "A" AT N. 81° 10' 00" W 685.50 FEET EAST OF THE NORTHWEST CORNER OF LOT 1 CANTU HEIGHTS SUBDIVISION.

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

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

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

CANTU HEIGHTS SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY PRECINCT NO.3 AND 535' EAST OF LA HOMA ROAD & SOUTH OF MILE 5 AND APPROXIMATELY 5 MILES NORTH OF BUSINESS HWY. 83. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSON (POPULATION 77,058) CANTU HEIGHTS SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS AND WITHIN THE CITY'S ETJ. ETJ IS UNDER LOCAL GOVERNMENT CODE S212.001



GENERAL PLAT NOTES:

1. BY GRAPHICAL PLOTTING THIS PROPERTY FALLS IN FLOOD ZONE "X" AS PER FEMA MAP: AREAS OF MINIMAL FLOODING. COMMUNITY PANEL NO. 480334 0290 D MAP REVISED: JUNE 6, 2000.
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NO. 480334 0290 D MAP REVISED: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
   FRONT: 50' S MILE LINE-ROAD (FM 676)
   SIDE: 6' OR GREATER FOR EASEMENT.
   REAR: 15' OR GREATER FOR EASEMENT.
3. 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.
4. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 & HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF .1023 CUBIC-FEET PER LOT OR 0.138 ACRE-FEET OF STORM WATER RUNOFF PER LOT. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED BY UTILIZING SWALES AT LOT 1.
5. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
6. ALFREDO CANTU JR., AND JOSE ANGEL CANTU THE OWNERS & SUBDIVIDERS OF CANTU HEIGHTS 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.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. 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, & GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
10. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND, STATE STANDARDS.
11. BENCHMARK: ELEV. 174.65
    FOUND CONC. NAIL AT NORTHWEST CORNER OF SUBDIVISION AT CENTERLINE OF MILE 5 ROAD
    VERTICAL DATUM IS NAVD 1988.
12. 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, PLANTING, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF
13. ALL LOT CORNERS IR & PC SET WITH 1/2" IRON ROD OR AS NOTED.
14. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING
15. A 8' BUFFER REQUIRED BETWEEN COMMERCIAL AND RESIDENTIAL ZONE/USE BY LOT OWNER.
16. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO BEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
17. DRAINAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.
18. TxDOT PERMITS FOR DRIVEWAY ARE REQUIRED FOR THIS SUBDIVISION LOT PRIOR TO CONSTRUCTION OF DRIVEWAY ACCESS ON TO F.M. 676 (S MILE LINE ROAD) AND THE ISSUANCE OF THE BUILDING PERMIT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.
19. ALL LOTS IN CANTU HEIGHTS SUBD. ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN CANTU HEIGHTS SUBD. TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF CANTU HEIGHTS SUBD., THEIR SUBDIVISION PLAT AS THE ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS, AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FROM DRAINAGE OF THE LOTS COMPRISING CANTU HEIGHTS SUBD. BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN CANTU HEIGHTS SUBD., THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN CANTU HEIGHTS SUBD. 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/

CANTU HEIGHTS SUBDIVISION
DATE OF PREPARATION: FEB. 22, 2010

NO.	SHEET	REVISION	DATE	APPROVED

SHEET NO. 1 OF 3 SHEETS

INDEX TO SHEET OF CANTU HEIGHTS SUBDIVISION

SHEET 1: HEADING INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE OF PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL REVISION NOTES; ROW CERTIFICATE; HEALTH CERTIFICATE.

SHEET 2: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER STATEMENT & CERTIFICATE. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; AND ENGINEER'S CERTIFICATION; REVISION NOTES;

SHEET 3: WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, AND MAP OF TOPOGRAPHY AND DRAINAGE.

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT MEETING

DATE: 09-04-2012

PROPOSED **MANDALAY BAY PHASE 2** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY AND ASSOC.** DEVELOPER: **RICHARD A. GARZA**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **49** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Southeast corner of FM 2812 and Kenyon Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-27-2011** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Approximate 660 South of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on FM 2812 and 10 feet on Kenyon Rd by this plat.**

H.C.R.O.W.APPROVED DATE: **02-02-2012**: By, **Benito Rodriguez** R.O.W. AGENT

SEWER SYSTEM:
☐ OSSF & SOIL ANALYSIS WERE CONDUCTED BY _____
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD
☒ SANITARY SEWER BY: **Edinburg** LINE SIZE: **8"** LOCATION: **Ingle Rd.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **FM 2812.**

H.C.O.E.C. APPROVED DATE: **08-15-2012** : By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice 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.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required 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.

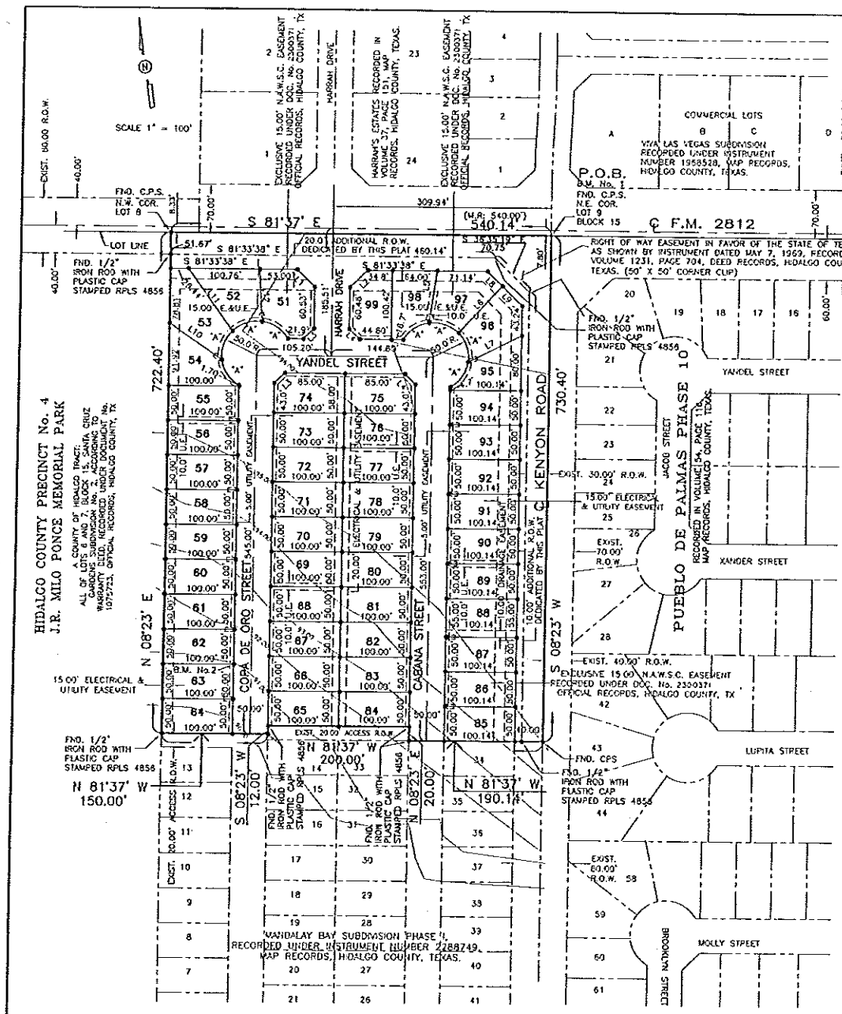
☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***March 20, 2012.***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This 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.*



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.

2.– MINIMUM BUILDING SETBACK LINES:

FRONT:	25.00 FEET
FRONT-CUL-DE-SAC	15.00 FEET
FRONT FOR GARAGE/CARPORT	18.00 FEET
REAR:	15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE:	6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE-LOTS 51, 74, 75 & 99	15.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAT 50.00 FEET:	20.00 FEET

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.

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= 97.03 C.P.S. FOUND ON THE NORTHEAST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. No. 2 ELEVATION= 90.10 1/2 IRON ROD SET IN CONC. WITH DISK AT THE SOUTHEAST CORNER OF LOT 62 OF THE SUBDIVISION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32,093.39 CUBIC –FEET (0.74 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

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

10.– A FOUR (4.0) FOOT SIDEWALK ON INTERIOR STREETS FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER.

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

12.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR AFTER METER(S).

13.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

14.– NO ACCESS WILL BE ALLOWED FROM F.M. 2812 & KENYON ROAD ONTO LOTS 51, 52, 53 AND 85 THROUGH 99, THE DEVELOPER SHALL INSTALL A BUFFER FENCE ABUTTING F.M. 2812 AND KENYON RD.

15.– A NORTH ALAMO WATER SUPPLY CORP. NON FENCING EASEMENT WILL BE LOCATED ON ALL LOTS FOR WATER METER ACCESS. SEE DETAILS "I" SCHEDULE FOR EASEMENT ON INDIVIDUAL LOTS 51 THRU 64 AND 85 THRU 98.

16.– E.&U.E. DENOTES ELECTRICAL AND UTILITY EASEMENT.

17.– U.E. DENOTES UTILITY EASEMENT.

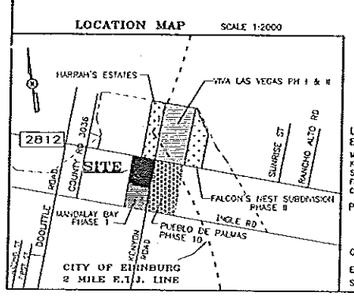
18.– 100% OF PARKLAND FEE ($500.00/LOT) HAS BEEN PAID BY DEVELOPER.

19.– A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG F.M. 2812 DURING SUBDIVISION CONSTRUCTION BY DEVELOPER.

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
A	6543.18	0.150
52	6018.12	0.138
53	6532.00	0.150
54	5257.51	0.121
55–73	5000.00	0.115
74–75	5687.50	0.131
76–84	5000.00	0.115
85–87	5007.00	0.115
88	5500.77	0.126
89–94	5007.00	0.115
95	5003.35	0.115
96	5512.28	0.127
97	6084.32	0.140
98	5162.11	0.119
99	5582.13	0.115

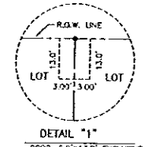
LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 36°35'19" E	35.37'
L2	N 53°24'41" E	35.34'
L3	N 53°23'00" E	21.21'
L4	S 36°37'00" E	21.21'
L5	N 16°17'26" E	76.52'
L6	N 49°55'28" E	91.87'
L7	N 71°22'11" E	84.82'
L8	S 36°35'19" E	30.00'
L9	S 36°35'19" E	40.75'
L10	N 46°17'47" W	92.44'
L11	N 26°35'27" W	110.27'
L12	N 05°07'37" E	76.16'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	52°30'00"	50.00'	45.81'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved



DETAIL "I"
FROM 5.0'x130' EXCLUSIVE EASEMENT TO NWASC NON FENCING SEE NOTE 15

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
MANDALAY BAY SUBDIVISION PHASE II, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE SOUTHWEST CORNER OF F.M. 2812 AND KENYON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). MANDALAY BAY SUBDIVISION PHASE II, LIES APPROXIMATELY 2.03 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, LLC.	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MANDALAY BAY SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

SUBDIVISION PLAT OF:

MANDALAY BAY SUBDIVISION PHASE II

AN 8.94 ACRE TRACT OF LAND OUT OF LOTS 8 AND 9, BLOCK 15, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2249150, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

AN 8.94 ACRE TRACT OF LAND OUT OF LOTS 8 AND 9, BLOCK 15, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2249150, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF F.M. 2812 AND IN THE CENTERLINE OF KENYON ROAD FOR THE NORTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 9 AND THE CENTERLINE OF KENYON ROAD, A DISTANCE OF 730.40 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF MANDALAY BAY SUBDIVISION PHASE I, RECORDED UNDER INSTRUMENT NUMBER 2288749, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF KENYON ROAD, A TOTAL DISTANCE OF 190.14 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, A DISTANCE OF 200.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, A DISTANCE OF 12.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE NORTH LINE OF MANDALAY BAY SUBDIVISION PHASE I, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF LOT 8 FOR THE NORTHWEST CORNER OF MANDALAY BAY SUBDIVISION PHASE I AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 670.73 FEET FOR THE SOUTH RIGHT OF WAY LINE OF F.M. 2812, A TOTAL DISTANCE OF 722.40 FEET TO A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF F.M. 2812 FOR THE NORTHWEST CORNER OF LOT 8 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE NORTH LINE OF LOTS 8 AND 9 AND WITHIN THE RIGHT OF WAY OF F.M. 2812, A DISTANCE OF 540.14 FEET (MAP RECORDS: 540.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 8.94 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE SANTA CRUZ GARDENS UNIT No.2, RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 23TH DAY OF JUNE 20 11

REGISTERED PROFESSIONAL SURVEYOR No. 4856 STATE OF TEXAS

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 7TH DAY OF APRIL 2012, SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS–OF–WAY– AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT _____ SECRETARY _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owner of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of the water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for 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 the _____ day of April 20 12

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, LLC.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

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

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, AS OWNER OF THE 8.91 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MANDALAY BAY SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF APPLICABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE METES AND BOUNDS SHOWN IN THIS PLAT ARE TRUE AND COMPLETE.

4/18/12
DATE

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, LLC.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, GENERAL PARTNER OF GARCO, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 18th day of April, 2012.

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2012

LILIA A. QUINTANILLA– NOTARY PUBLIC

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE 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: _____

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

MAYOR'S SIGNATURE _____ DATE _____ ATTEST: CITY SECRETARY _____ DATE _____

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

WE THE UNDERSIGNED CERTIFY that this plat of the MANDALAY BAY SUBDIVISION PHASE II, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge _____ Date _____

ATTEST: _____
Hidalgo County Clerk _____ Date _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $ 53,510.00.

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $ 1,244.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 50,960.00 FOR THE SUBDIVISION. THE SUBDIVIDER WILL PAY A TOTAL OF $ 4,410.00 TO THE CITY OF EDINBURG TO COVER THE COST OF SEWER SERVICE CONNECTION.

DATED THIS THE 18th DAY OF APRIL 20 12

LICENCED PROFESSIONAL ENGINEER No. 95534 STATE OF TEXAS

ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

PLANNING & ZONING
COMMISSION CERTIFICATION

I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as MANDALAY BAY SUBDIVISION PHASE II conforms to all requirements of the Subdivision Regulations of the City wherein my approval is required and has been approved for recording on this _____ day of _____ 20__.

CHAIRPERSON–PLANNING & ZONING COMMISSION

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

INDEX TO SHEETS

SHEET 1.– HEADING AND KEY; LOCATION MAP AND KEY; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; NAWSA'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/GSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION REVISION NOTES, COUNTY CLERK'S RECORDING CERTIFICATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
office@qhaengineering.com
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

SHEET NO. 1 OF 3 SHEETS	FILENAME I:\PLATS\SUBDIVS\EDINBURG\MANDALAY BAY SUBDIVISION II.PLAT				
	DATE PREPARED	PREPARED BY	CHECKED BY		APPROVED BY
	OCTOBER 3, 2011	LG			
	DATE REVISED	REVISED BY	CHECKED BY		APPROVED BY

AI-33885 **Precinct #2 15. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of San Juan for the Nolana Loop Project (FM1426 to FM 88).

2. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of the "Undertaking a highway improvement project generally described as the Nolana Loop Project from FM 1426 to FM 88" pursuant to the approval of the Interlocal Agreement as stated above.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

City agrees to compensate County against invoice for the costs associated with such right of way acquisitions within the corporate limits of City for the Project and remit all such costs within sixty (60) days of the date of County invoice. Pct. 2 will be responsible for requesting reimbursement from the City of San Juan. All parcels will be acquired under the name of the County.

Funds for project will be budgeted once Interlocal Agreement has been approved.

Attachments

ICA project sheet

ILA Nolana project sheet

nolana loop project

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 11:10 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Katia Garcia Started On: 08/31/2012

Final Approval Date: 08/31/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to undertake a highway improvement project generally described as the Nolana Loop Project from FM 1426 to FM 88 (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of San Juan.

By vote on_____ 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND THE CITY OF SAN JUAN TEXAS

THIS AGREEMENT (the Interlocal Cooperation Agreement) is made by and between the County of Hidalgo Texas, hereinafter referred to as "County" and the City of San Juan, Texas, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed and is in effect as follows:

WHEREAS, a portion of the expansion (the project) of Nolana Loop requires right of way acquisition within the corporate limits of City

WHEREAS, the Texas Transportation Commission passed Minute Order 110266 authorizing the State to undertake a highway improvement generally described as the Nolana Loop Project FM 1426 to FM 88 (project length 51,829.5 feet of which 8,123.5 feet is inside the San Juan City Limits 8,123.5/51,829.5 is 15.7%) in Hidalgo County, Texas; (Exhibit B)

WHEREAS, Hidalgo County, Precinct 2 is available and willing to assist City by providing the required technical assistance and expertise and the initial funding for the required right of way acquisition and acquisition related costs for the Project:

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et.seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. County, through Precinct 2, shall assist City with compliance and acquisition of right of way for the Project within the corporate limits of City as more particularly described in Exhibit A attached hereto. All property acquisitions and real estate matters shall be conducted in the usual and customary manner of County on an as needed basis for the Project, and all property for the project shall be acquired for (in the name of) the City. Maintenance of the existing road within the corporate limits of City shall remain the responsibility of City for the purpose of this agreement.

2. City agrees to compensate (reimburse) County against invoice for all costs (real estate, appraisals, review appraisals, title policy, recording fees, etc.) associated with such right of way acquisitions within the corporate limits of City for the Project and remit all such costs within sixty (60) days of the date of the County invoice.

3. The County may provide, upon written request from City, additional services upon such terms and conditions as may be mutually agreed to between City and County.

4. The County will inform the City of the final negotiated parcel values prior to County Commissioners' Court approval of payment/closing.

5. This Agreement shall terminate the latter of (1) year from the date first written above or completion of the acquisition of all right of way within the corporate limits of City required for the Project.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

7. **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 and provision of their 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

9. **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 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 City and County, and not otherwise.

10. **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.

11. **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 City:	City of San Juan Attention: San Juanita Sanchez, City Mayor 709 S. Nebraska San Juan, Texas 78589
If to County:	County of Hidalgo County Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner Hector "Tito" Palacios, Precinct 2 300 W. Hall Acres, Suite G Pharr, Texas 78577

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.

12. **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.

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

14. **Assignment**. This Agreement shall not be assignable.

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

16. **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.

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

18. **Governmental Purpose.** 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.

19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. 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.§271.903

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

CITY OF SAN JUAN

_____
San Juanita Sanchez, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

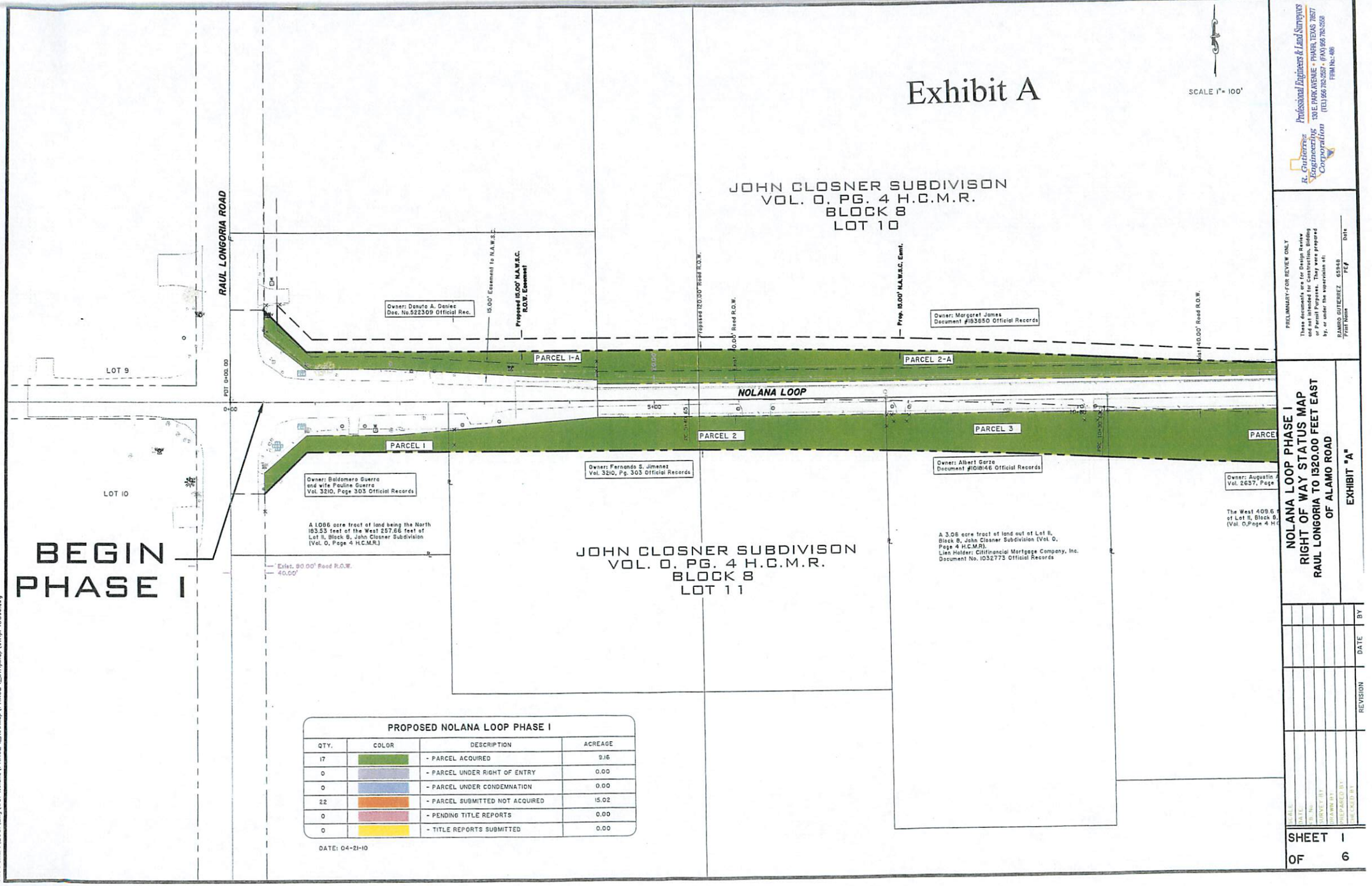
_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY:_____
Stephen L. Crain

Exhibit A

SCALE 1"= 100'



PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17		- PARCEL ACQUIRED	9.16
0		- PARCEL UNDER RIGHT OF ENTRY	0.00
0		- PARCEL UNDER CONDEMNATION	0.00
22		- PARCEL SUBMITTED NOT ACQUIRED	15.02
0		- PENDING TITLE REPORTS	0.00
0		- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956.782.2537 • (FAX) 956.782.2538
Firm# No.: 486

PRELIMINARY-FOR REVIEW ONLY

These documents are for Design Review only and are not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:

RAMIRO GUTIERREZ 65948
Print Name P.E.# Date

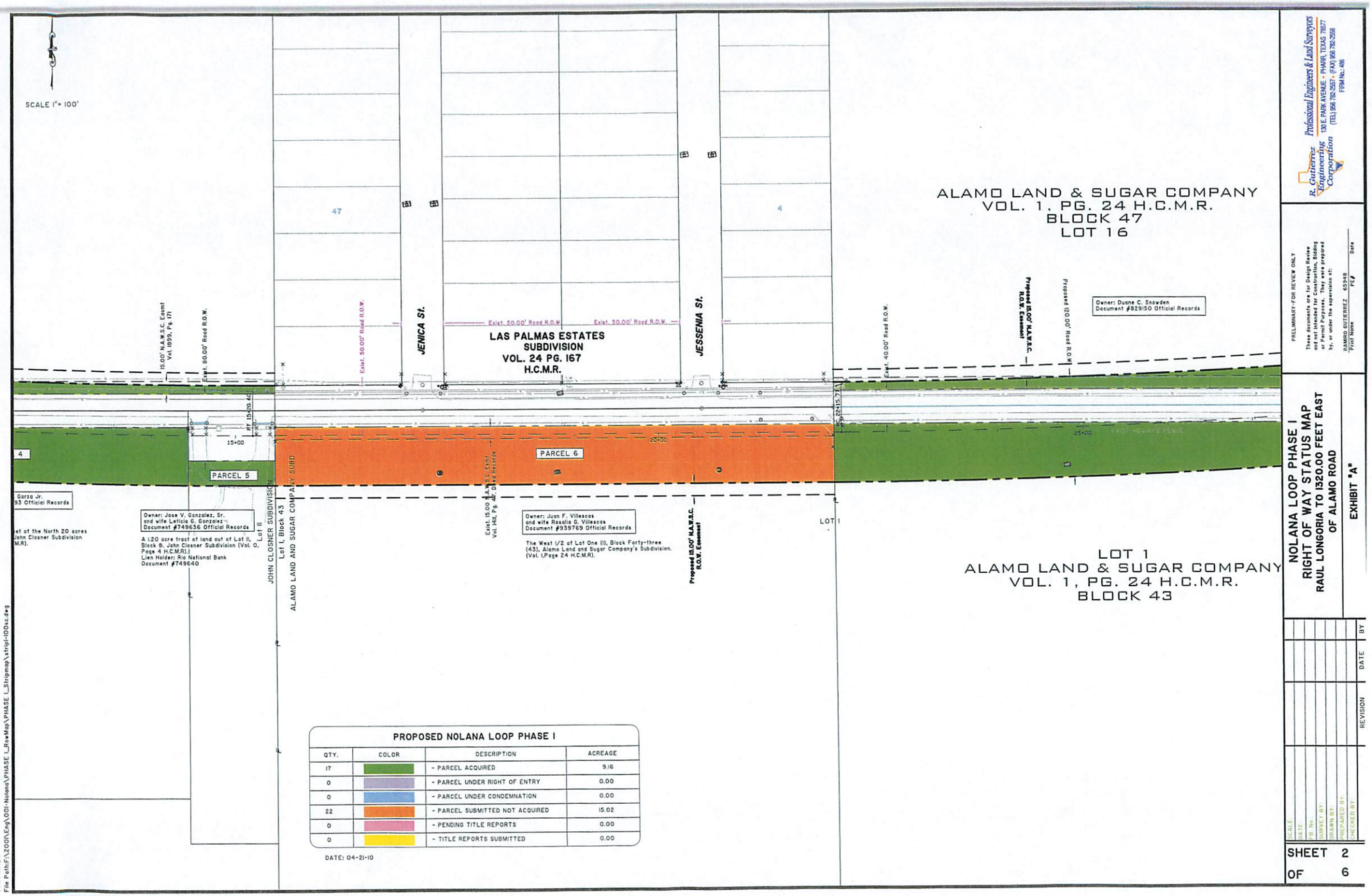
NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

EXHIBIT "A"

REVISION	DATE	BY

SHEET 1
OF 6

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PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17		- PARCEL ACQUIRED	9.16
0		- PARCEL UNDER RIGHT OF ENTRY	0.00
0		- PARCEL UNDER CONDEMNATION	0.00
22		- PARCEL SUBMITTED NOT ACQUIRED	15.02
0		- PENDING TITLE REPORTS	0.00
0		- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
1301 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2551 • (FAX) 956 782-2558
FIRM No.: 486

PRELIMINARY - FOR REVIEW ONLY

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RAMIRO GUTIERREZ 65948 Date
Print Name PE #

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

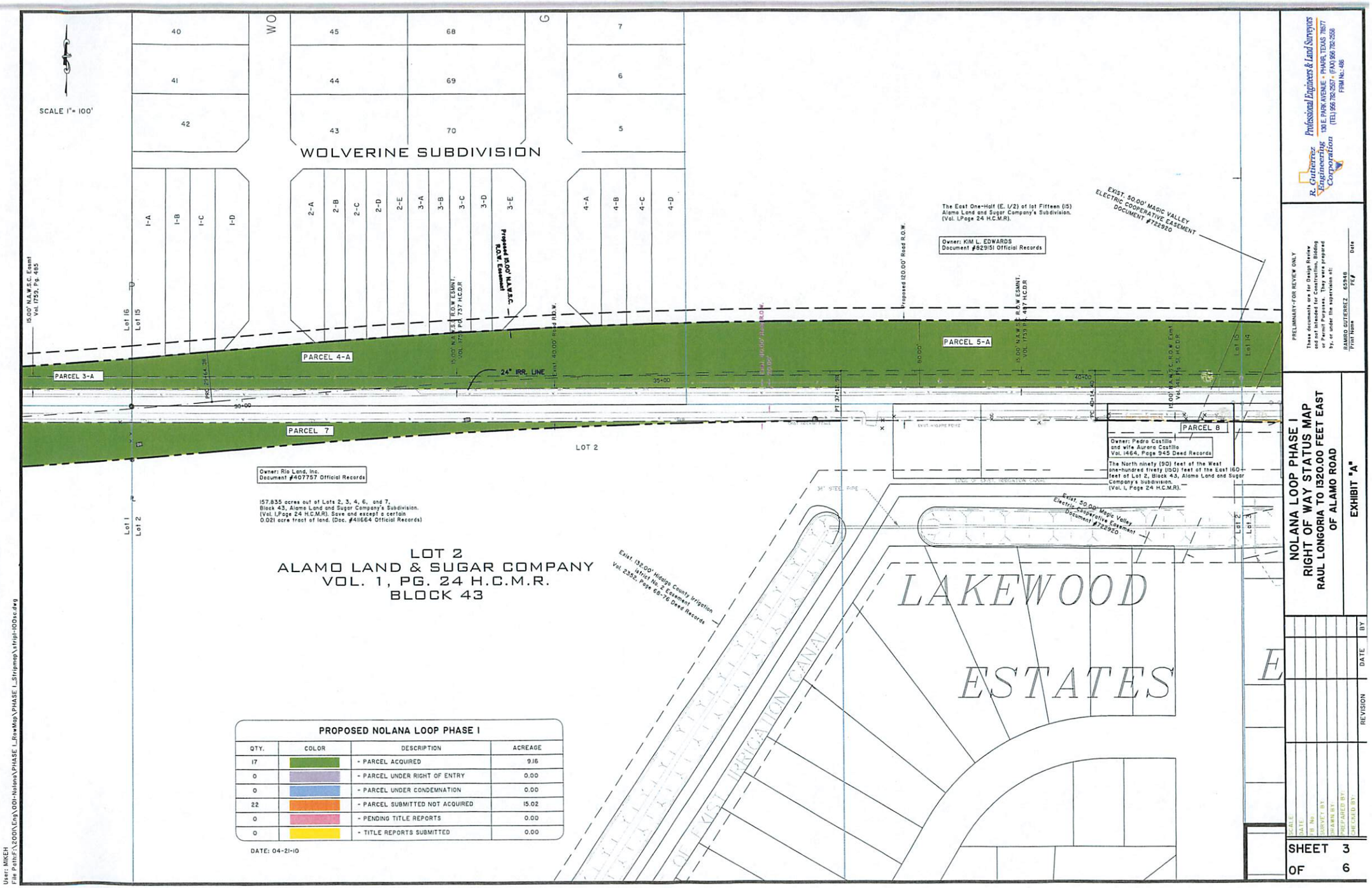
EXHIBIT "A"

REVISION	DATE	BY

SCALE:
DATE:
JB No:
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DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET 2
OF 6

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LOT 2
ALAMO LAND & SUGAR COMPANY
VOL. 1, PG. 24 H.C.M.R.
BLOCK 43

PROPOSED NOLANA LOOP PHASE I

QTY.	COLOR	DESCRIPTION	ACREAGE
17		- PARCEL ACQUIRED	9.16
0		- PARCEL UNDER RIGHT OF ENTRY	0.00
0		- PARCEL UNDER CONDEMNATION	0.00
22		- PARCEL SUBMITTED NOT ACQUIRED	15.02
0		- PENDING TITLE REPORTS	0.00
0		- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956.782.2557 • (FAX) 956.782.2558
FIRM No.: 486

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RAMIRO GUTIERREZ 65948 — Typed Name — P.E. — Date

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

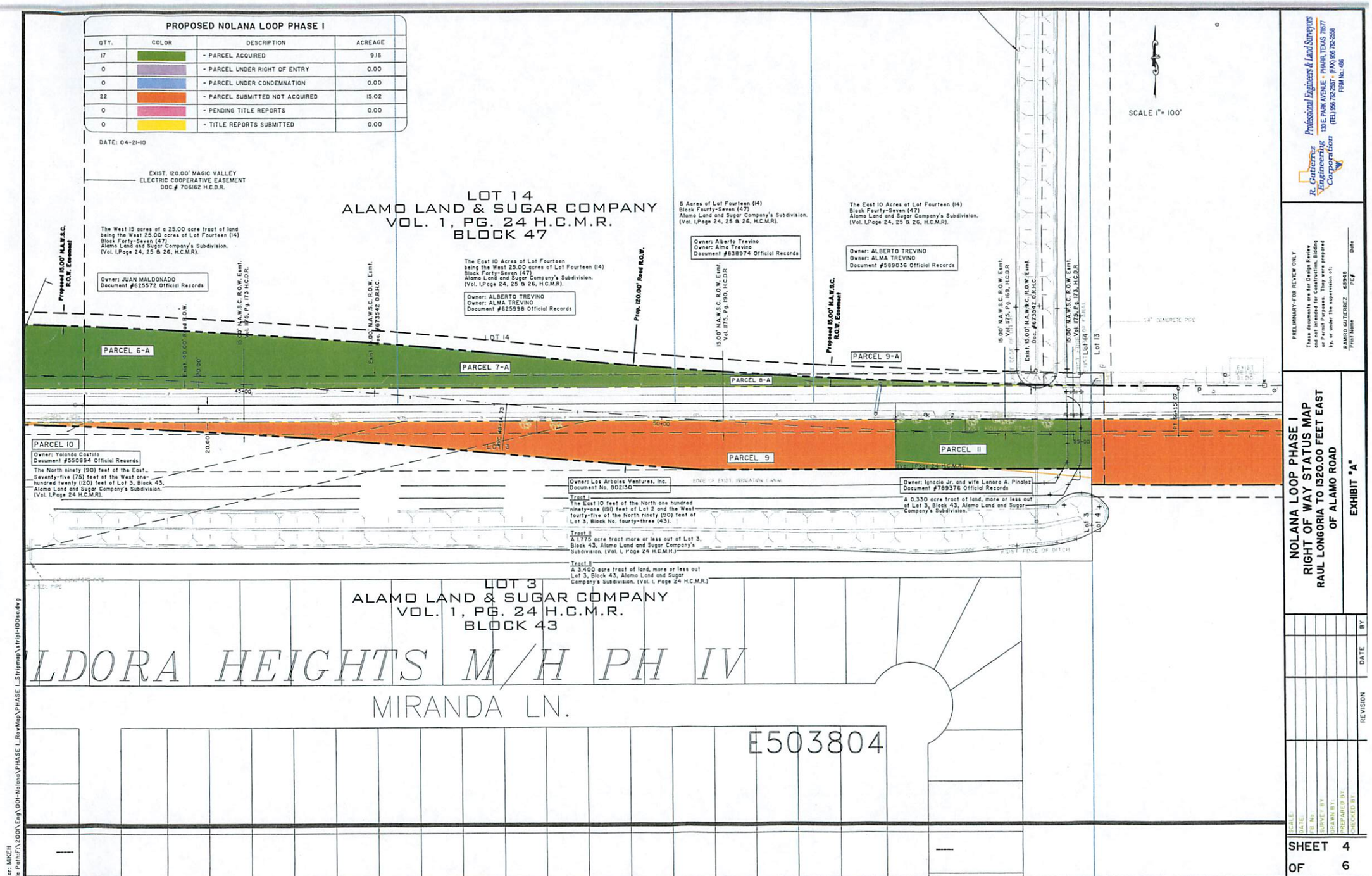
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REVISION	DATE	BY

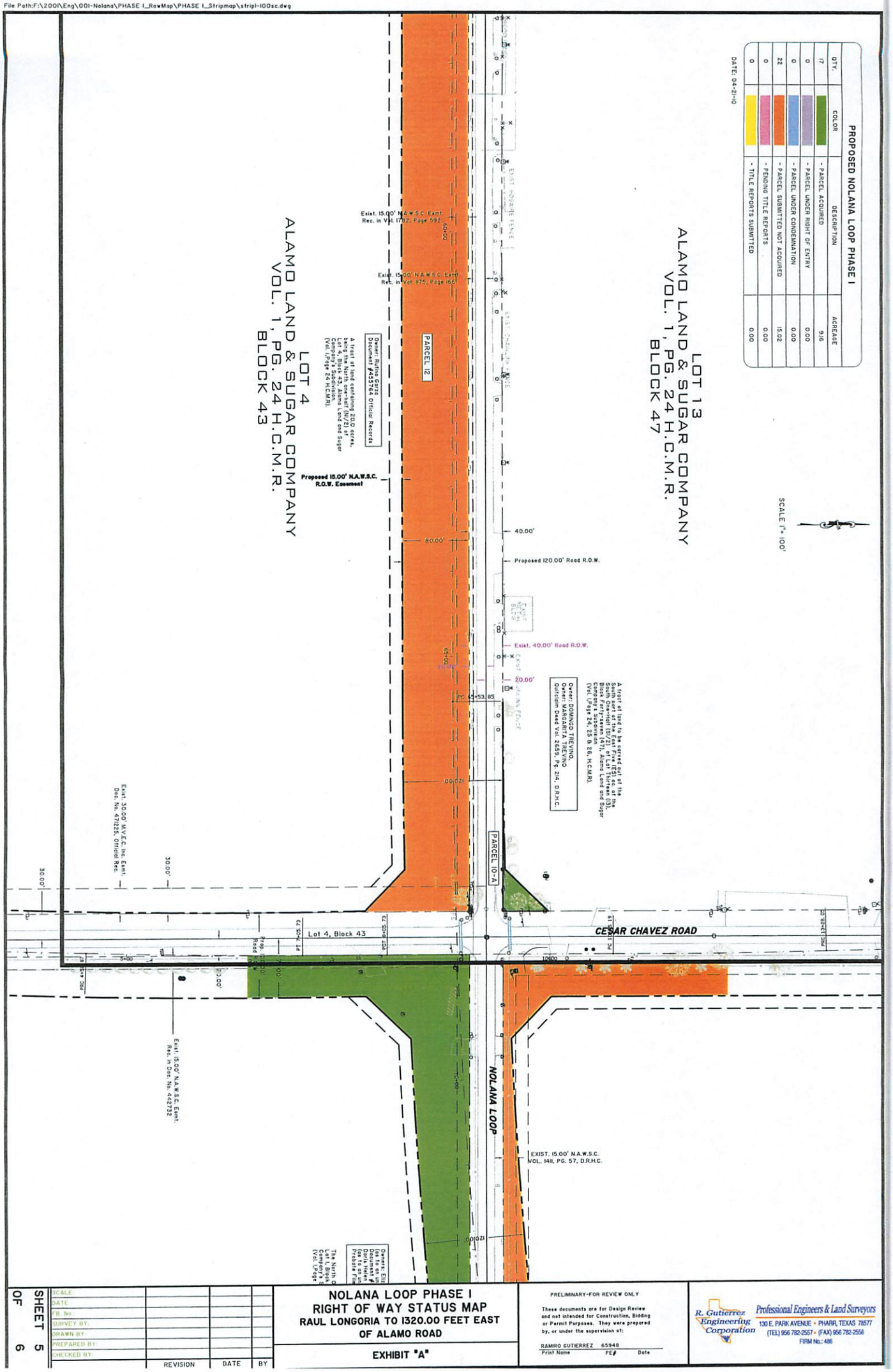
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APPROVED BY:

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OF 6

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PROPOSED NOLANA LOOP PHASE I
QTY. | COLOR | DESCRIPTION | ACREAGE
17 | | - PARCEL ACQUIRED | 9.16
0 | | - PARCEL UNDER RIGHT OF ENTRY | 0.00
0 | | - PARCEL UNDER CONDEMNATION | 0.00
22 | | - PARCEL SUBMITTED NOT ACQUIRED | 15.02
0 | | - PENDING TITLE REPORTS | 0.00
0 | | - TITLE REPORTS SUBMITTED | 0.00
DATE: 04-21-10
SCALE 1"= 100'
EXIST. 120.00' MAGIC VALLEY ELECTRIC COOPERATIVE EASEMENT DOC.# 706162 H.C.D.R.
LOT 14
ALAMO LAND & SUGAR COMPANY
VOL. 1, PG. 24 H.C.M.R.
BLOCK 47
The West 15 acres of a 25.00 acre tract of land being the West 25.00 acres of Lot Fourteen (14) Block Forty-Seven (47), Alamo Land and Sugar Company's Subdivision. (Vol. 1,Page 24, 25 & 26, H.C.M.R.)
Owner: JUAN MALDONADO Document #625572 Official Records
The East 10 Acres of Lot Fourteen being the West 25.00 acres of Lot Fourteen (14) Block Forty-Seven (47) Alamo Land and Sugar Company's Subdivision. (Vol. 1,Page 24, 25 & 26, H.C.M.R.)
Owner: ALBERTO TREVINO Owner: ALMA TREVINO Document #625598 Official Records
5 Acres of Lot Fourteen (14) Block Forty-Seven (47) Alamo Land and Sugar Company's Subdivision. (Vol. 1,Page 24, 25 & 26, H.C.M.R.)
Owner: Alberto Trevino Owner: Alma Trevino Document #638974 Official Records
The East 10 Acres of Lot Fourteen (14) Block Forty-Seven (47) Alamo Land and Sugar Company's Subdivision. (Vol. 1,Page 24, 25 & 26, H.C.M.R.)
Owner: ALBERTO TREVINO Owner: ALMA TREVINO Document #589036 Official Records
Proposed 15.00' N.A.W.S.C. R.O.W. Easement
Exist. 40.00' Road R.O.W.
15.00' N.A.W.S.C. R.O.W. Esmt. Vol. 875, Pg 173 H.C.D.R.
Exist. 15.00' N.A.W.S.C. R.O.W. Esmt. Doc. #673542 O.R.H.C.
Prop. 120.00' Road R.O.W.
15.00' N.A.W.S.C. R.O.W. Esmt. Vol. 875, Pg 180, H.C.D.R.
15.00' N.A.W.S.C. R.O.W. Esmt. Vol. 875, Pg 169, H.C.D.R.
10.00' N.A.W.S.C. R.O.W. Esmt. Vol. 875, Pg 173, H.C.D.R.
PARCEL 6-A
PARCEL 7-A
PARCEL 8-A
PARCEL 9-A
PARCEL 9
PARCEL 10
PARCEL 11
LOT 14
Lot 13
Lot 14
Lot 3
Lot 4
45+00
50+00
55+00
PT 56+15.07
20.00'
24" CONCRETE PIPE
EXIST. EDGE OF PAVEMENT
EXIST. EDGE OF DITCH
EDGE OF EXIST. IRRIGATION CANAL
Owner: Yolanda Castillo Document #550894 Official Records
The North ninety (90) feet of the East Seventy-five (75) feet of the West one-hundred twenty (120) feet of Lot 3, Block 43, Alamo Land and Sugar Company's Subdivision. (Vol. 1,Page 24 H.C.M.R).
Owner: Los Arboles Ventures, Inc. Document No. 802130
Tract I The East 10 feet of the North one hundred ninety-one (191) feet of Lot 2 and the West fourty-five of the North ninety (90) feet of Lot 3, Block No. fourty-three (43).
Tract II A 1.775 acre tract more or less out of Lot 3, Block 43, Alamo Land and Sugar Company's Subdivision. (Vol. 1, Page 24 H.C.M.R.)
Tract III A 3.400 acre tract of land, more or less out Lot 3, Block 43, Alamo Land and Sugar Company's Subdivision. (Vol. 1, Page 24 H.C.M.R.)
Owner: Ignacio Jr. and wife Lenora A. Pinalez Document #789376 Official Records
A 0.330 acre tract of land, more or less out of Lot 3, Block 43, Alamo Land and Sugar Company's Subdivision.
LOT 3
ALAMO LAND & SUGAR COMPANY
VOL. 1, PG. 24 H.C.M.R.
BLOCK 43
ALDORA HEIGHTS M/H PH IV
MIRANDA LN.
E503804
Professional Engineers & Land Surveyors
R. Gutierrez Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956.782-2557 • (FAX) 956.782-2558
FIRM No.: 486
PRELIMINARY-FOR REVIEW ONLY
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RAMIRO GUTIERREZ 65949
Print Name P.E.# Date
NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO I320.00 FEET EAST OF ALAMO ROAD
EXHIBIT "A"
REVISION DATE BY
SCALE:
DATE:
I.D. No.:
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:
SHEET 4 OF 6
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SHEET 5 OF 6

SCALE:			
DATE:			
P.B. No:			
SURVEY BY:			
DRAWN BY:			
PREPARED BY:			
CHECKED BY:			
	REVISION	DATE	BY

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

EXHIBIT "A"

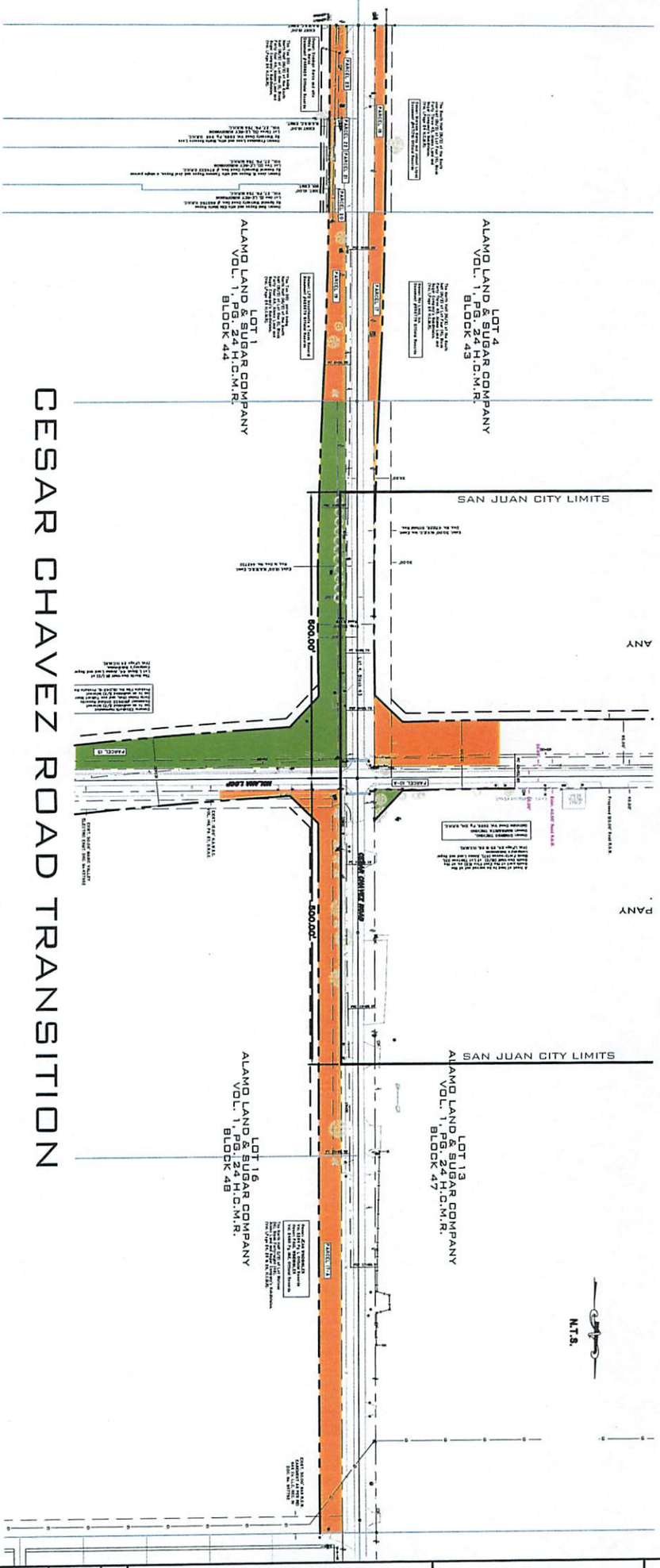
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RAMIRO GUTIERREZ 65948
Print Name PE# Date

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No.: 486

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PREPARED BY:			
CHECKED BY:			
REVISION	DATE	BY	

SHEET 6 OF 6

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST OF ALAMO ROAD

EXHIBIT "A"

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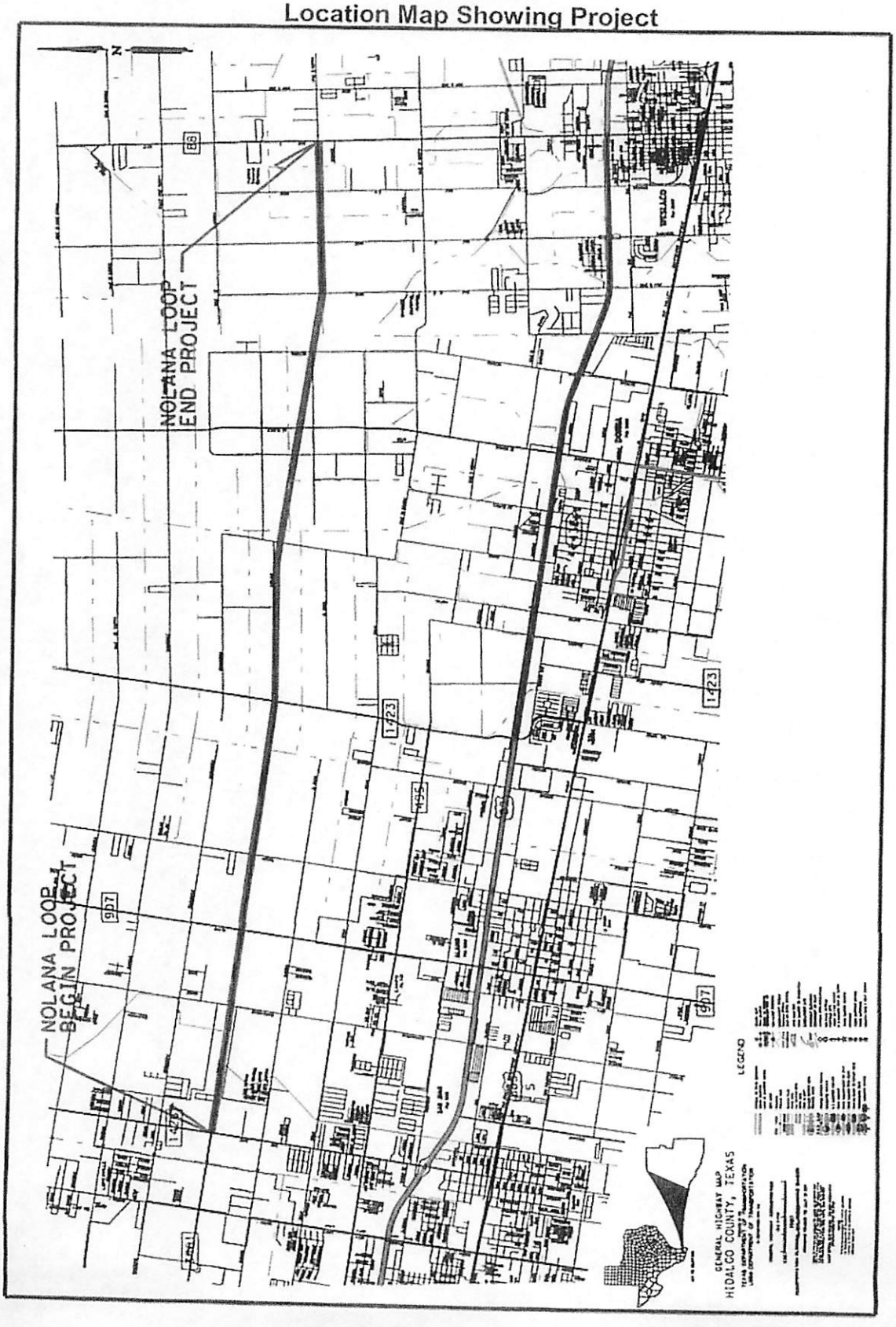
RAMIRO GUTIERREZ 65948
Print Name PE# Date

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No.: 486

Exhibit B

CSJ # 0921-02-169
District # Pharr (021)
Code Chart 64 # 50109
Project: Nolana Loop

ATTACHMENT B
Location Map Showing Project



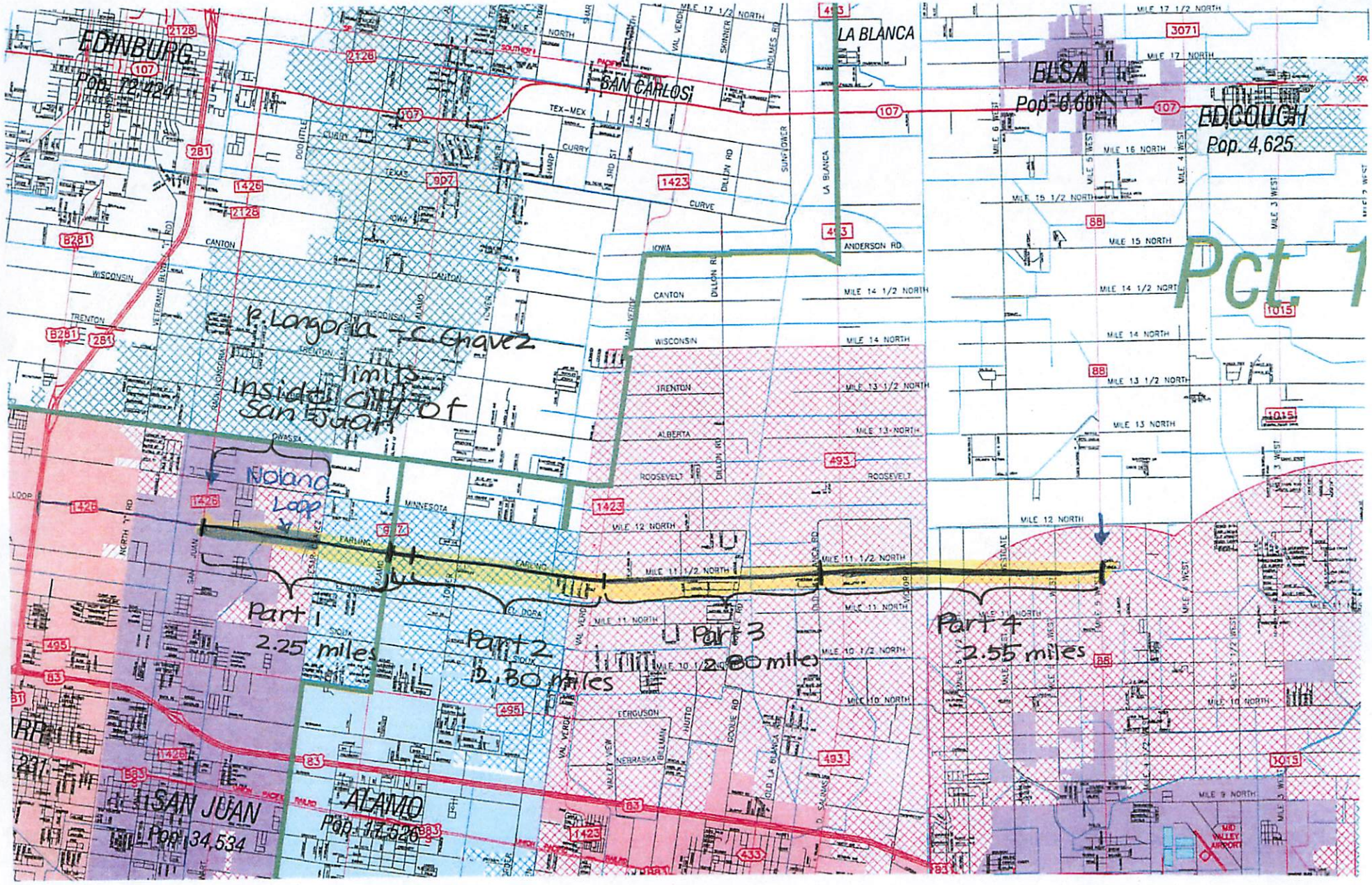
Status Report of Nolana Loop Project

7/10/2012

Parcel #	Owner	Estimated Cost	Actual Cost	# of Acres	Cost Per Acre	Status	Other
1	Baldomero & Pauline Guerra	31,163	82,731	0.3230	256,133	Purchased 4/28/2003	
1a	Dunata A. Daniac Trustee	55,706	55,706	0.2310	241,152	Purchased 6/12/2003	
2	Fernando Jimenez	8,394	21,261	0.4500	47,247	Purchased 9/18/2002	Condemnation
2a	Margaret James	9,018	9,018	0.6680	13,500	Purchased 9/19/2002	
3	Albert Garza	8,343	8,343	0.2920	28,572	Purchased 5/21/2002	
3a	Duane C. Snowden	3,834	5,500	0.2840	19,366	Purchased 8/8/2003	
4	Agustin A. Garza	12,923	12,923	0.6040	21,396	Purchased 8/11/2003	
4a	Oscar Santos	12,542	12,542	0.9300	13,486	Purchased 8/1/2003	
5	Jose V. Gonzalez Sr. & Leticia Gonzalez	19,192	19,192	0.0700	274,171	Purchased 7/16/2002	
5a	Kim Edwards	15,822	17,500	1.1720	14,932	Purchased 7/31/2003	
6	Juan F. Villescas	9,423		0.5480		Pending donation	
6a	Juan Maldonado	7,420	9,500	0.5580	17,025	Purchased 8/29/2003	
7	Rio Land Inc.	3,902	3,902	0.2890	13,502	Purchased 6/11/2002	
7a	Albert & Alma Trevino	3,858	5,000	0.2810	17,794	Purchased 8/14/2003	
8	Pedro & Aurora Castillo			0.0010		Pending Appraisal	
8a	Albert & Alma Trevino	1,127	2,000	0.0640	31,250	Purchased 8/14/2003	
9	Los Arboles Ventures, Inc.			0.8620		Pending Appraisal	
9a	Albert & Alma Trevino	1,317	2,500	0.0390	64,103	Purchased 8/14/2003	
10	Yolanda Castillo			0.0070		Pending Appraisal	
10a	Domingo Trevino			0.0290		Pending Appraisal	
11	Ignacio Pinalez Jr. & wife Leonora Pinalez	39,522	39,522	0.2820	140,149	Purchased 11/2//2005	
12	Rufino Garza			2.3360		Pending Appraisal	
13	Elizabeth Hernandez/Doris Helen Dick & son			2.3820		Pending Appraisal	
14	Alberto Martinez			0.0246		Pending Appraisal	
15	Arturo & Maria Teresa Martinez			0.2060		Pending Appraisal	
16	COSAPA, NV			0.3700		Pending Appraisal	
17	Julio C. Medina			0.0100		Pending Appraisal	
17a	Jean & Paul Windbigler			0.6060		Pending Appraisal	
18	Maria J. Coronado			0.0010		Pending Appraisal	
19	LDF, Investments			0.2640		Pending Appraisal	
20	Saul & Ella Marie Reyes			0.0120		Pending Appraisal	
21	Jose Guadalupe & Tomasa Reyes			0.0150		Pending Appraisal	
22	Francisco & Maria Socorro Leos			0.0120		Pending Appraisal	
23	Domingo & Hilda Garza			0.1140		Pending Appraisal	
		243,506	307,140	10.6200	28,921		

To be acquired by the City of San Juan

Parcel 6	0.5480
Parcel 8	0.0010
Parcel 9	0.8620
Parcel 10	0.007
Parcel 12	2.336
	3.7540



Nolana Loop
Limits: FM 1426 to FM 88

Katia Garcia

From: Ramiro Gutierrez [rgutierrez@rgec.net]
Sent: Friday, August 31, 2012 11:25 AM
To: 'Raul Lozano'; raul.silguero@co.hidalgo.tx.us; 'Katia Garcia'
Subject: Nolana Loop

Raul,

The length of the total project from Raul Longoria to FM 88 is 51,829.5 feet or 9.82 miles. The length from Raul Longoria Road to Cesar Chavez Road (inside San Juan City Limits) is 8,123.5 feet or 1.54 miles.

The percentage of the entire project that is within the San Juan City Limits is either **8,123.5/51,829.5** which is **15.7%** or **1.54/9.82** which is also **15.7%.**

Best Regards,

Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation
Tel: (956) 782-2557 (Office)
Tel: (956) 782-2558 (Fax)
E-mail: rgutierrez@rgec.net

-

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Katia Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Friday, August 31, 2012 3:16 PM
To: 'Katia Garcia'
Subject: RE: Inter-local Agreement - Nolana Loop Project

The agreement is fine.

From: Katia Garcia [mailto:katia.garcia@co.hidalgo.tx.us]
Sent: Friday, August 31, 2012 3:06 PM
To: 'Steve Crain'
Cc: raul.silguero@co.hidalgo.tx.us; raul.lozano@co.hidalgo.tx.us; mntrevino@atlashall.com
Subject: RE: Inter-local Agreement - Nolana Loop Project

Mr. Crain,

Attached please find REVISED interlocal agreement and ILA project sheet for the Nolana Loop Project for your review and approval. It had been placed on this week's agenda (8/27/12) for CC approval but no action was taken due to Auditor's concerns.

ILA has been revised to include changes requested by Auditor's and has been placed for next CC meeting 9/4/12. Changes made to the ILA are highlighted in yellow on the attached document labeled "ILA changes".

We would like to request two original ILA's, one for the County and the other for the City.

Thank you,
Katia

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, August 23, 2012 4:35 PM
To: 'Katia Garcia'
Subject: RE: Inter-local Agreement - Nolana Loop Project

OK. It is fine as long as the City does not object to the rates for the services not being specified on an exhibit.

From: Katia Garcia [mailto:katia.garcia@co.hidalgo.tx.us]
Sent: Thursday, August 23, 2012 4:24 PM
To: 'Steve Crain'
Cc: 'Raul Silguero'; raul.lozano@co.hidalgo.tx.us
Subject: RE: Inter-local Agreement - Nolana Loop Project

Mr. Crain,

The Interlocal Agreement was drafted by your office but we included some changes from the last copy you sent us.

Thank you,
Katia

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, August 23, 2012 4:10 PM
To: 'Katia Garcia'
Subject: RE: Inter-local Agreement - Nolana Loop Project

Who drafted this interlocal?

From: Katia Garcia [mailto:katia.garcia@co.hidalgo.tx.us]
Sent: Thursday, August 23, 2012 3:07 PM

To: jjrod@cityofsanjuantexas.com; 'Steve Crain'
Cc: 'Raul Silguero'; raul.lozano@co.hidalgo.tx.us
Subject: Inter-local Agreement - Nolana Loop Project

Mr. Rodriguez,

Attached please find a DRAFT copy of the Inter-local Agreement for the Nolana Loop Project for your review and approval.

Mr. Crain,

Will you please review attached agreement. We will be placing on next week's agenda for Commissioner Court approval.

Thank You,

Katia Garcia
Accountant III
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, TX 78589
(956) 787-1891 Ext. 2027

AI-33887 **Precinct #2** **15. B.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of consent agreement with Irrigation District No.2 for the Minnesota Drainage Project.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 11:27 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Katia Garcia Started On: 08/31/2012

Final Approval Date: 08/31/2012

AI-33972 **Precinct #4** **16. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation honoring Captain Ken Baker upon his retirement from Texas Parks and Wildlife Law Enforcement Division

BACKGROUND

Proclamation being prepared.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 10:43 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/30/2012 10:29 AM

Final Approval Date: 08/31/2012

AI-33923 **Precinct #4 16. B.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Gloria, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Acceptance of resignation from Erika de la Garza as member of the Tropical Texas Behavioral Center (term expires Aug. 31, 2012)

2. Appointment of Sandra Solis as member to the Tropical Texas Behavioral Center for a two year term effective September 4, 2012

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2012 08:01 AM
Manuel Chapa	Manuel Chapa	08/29/2012 02:26 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/28/2012 04:41 PM

Final Approval Date: 08/31/2012

AI-33944 **Budget and Management 17. A.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation and discussion on the Monthly Budget Report for the month of July 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

July Monthly Budget Report

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	08/30/2012 06:43 PM
Budget & Management	Merlen P. Munoz	08/31/2012 08:02 AM
Ivan Cantu	Ivan Cantu	08/31/2012 08:48 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Erika Zamora Started On: 08/29/2012 03:38 PM

Final Approval Date: 08/31/2012



MONTHLY BUDGET REPORTS

September 04, 2012

Department of Budget & Management

"Commitment to Excellence"

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General Fund – Summary of Revenues & Expenditures

These reports illustrate a summary and detail of original and adjusted budgets in comparison to actual expenditures as of July 31, 2012.

Hidalgo County

Department Of Budget & Management

2012 ADJUSTED BUDGET

As of July 31, 2012

Revenues

Date		
	2012 Estimated Revenues	**$ 158,239,101.00**
01/17/12	Sheriff's Office gasoline reimbursement from the Tax Office Spec. Veh. Inventory Acct.	16,000.00
	Adjusted Revenues as of July 31, 2012:	**$ 158,255,101.00**

Expenditures

Date		
	2012 Adopted Budget	**$ 166,749,693.00**
12/29/2011	Drug Court appropriation from reserve account to fund creation of Adult Supervision Officer position.	56,438.24
12/29/2011	County Clerk Record Archive appropriation from reserve account to fund extension of temporary Asst. Deputy Co. Clerk position.	11,090.00
1/1/2012	Prior Approved Carryovers (Various Grant Funds)	880,725.86
1/17/2012	Sheriff's Office gasoline reimbursment from Tax Office Spec. Vehicle Inventory Acct.	16,000.00
2/7/2012	County Clerk Record Archive appropriation from reserve account to fund restoration and preservation svcs for historical record books.	1,170,921.60
3/27/2012	Interfund transfer from G/F Transfers Out to Health Grants to fund 10% cash match required for the Public Health Emergency Preparedness grant	17,267.00
4/10/2012	Appropriation of Designated F/B for Jail repairs in relation to Landmark case	42,000.00
7/10/2012	Appropriation of Designated F/B for Jail repairs in relation to Landmark case	3,827,336.23
	Adjusted Budget as of July 31, 2012:	**$ 172,771,471.93**

Hidalgo County

Department of Budget & Management

Summary of General Fund Revenues & Expenditures

Total by Function

As of July 31, 2012

Revenues

Function	Function Name	Original Budget	Adjusted Budget	Actual Revenues
311	General Property Taxes	134,648,144	134,648,144	131,019,685
319	Penalties & Interest on Delinq Taxes	4,359,258	4,359,258	3,396,906
321	Business Licenses & Permits	50,000	50,000	105,251
331	Federal Government Grants	360,000	360,000	18,448
334	State Government Grants	845,000	845,000	610,143
335	State Government Shared Revenues	4,193,000	4,193,000	4,149,414
341	General Government	10,143,699	10,143,699	5,722,797
342	Public Safety	1,556,000	1,556,000	972,705
345	Health	255,000	255,000	190,730
347	Culture-Recreation	15,000	15,000	28,255
351	Fines	285,000	285,000	238,919
360	Miscellaneous	863,500	863,500	603,497
361	Investment Earnings	520,500	520,500	68,674
362	Rents & Royalties	145,000	145,000	3,314
363	Escheats	-	-	163,324
391	Interfund Transfer In	-	16,000	16,000
392	Proceeds of Capital Asset Dispositions	-	-	37,256
Total:		**$ 158,239,101**	**$ 158,255,101**	**$ 147,345,318**

Expenditures

Function	Function Name	Original Budget	Adjusted Budget	Actual Expenditures
412	Judicial	30,273,995	30,876,596	15,789,720
413	Executive	2,781,854	2,517,704	1,359,444
414	Elections	2,198,353	2,276,387	1,111,597
415	Financial Administration	25,014,902	24,670,672	13,361,349
419	Other	8,973,416	9,155,110	5,773,365
421	Police	26,184,646	26,364,444	13,567,378
422	Fire	1,950,703	1,949,539	642,071
423	Corrections	32,372,964	36,512,411	17,750,574
429	Other Protection	456,355	465,616	228,968
432	Sanitation	4,763,924	5,439,632	2,785,870
441	Health	6,321,127	6,270,488	3,163,844
444	Welfare	10,883,947	10,860,315	5,130,561
451	Recreation	406,887	507,887	317,406
452	Parks	3,219,827	3,066,793	1,301,984
455	Libraries	237,140	237,140	237,140
461	Conservation	965,056	915,543	461,349
463	Urban Redevelopment & Housing	-	12,500	2,492
466	Economic Opportunity	431,833	437,182	215,847
491	Interfund Transfers Out	9,312,764	10,235,513	2,994,763
Total:		**$ 166,749,693**	**$ 172,771,472**	**$ 86,195,720**

General Fund Tax Collection Report

This report illustrates actual monthly tax collections.

HIDALGO COUNTY

Tax Collection Analysis - Co Wide

Fiscal Year to Date - July 31, 2012

	2012 Tax Roll Receivable	2011 Tax Roll Receivable	2010 & Prior Taxes Receivable	Totals
Levy Amount:				
As of October 1, 2012	$ -			$ -
As of October 1, 2011		$ 158,157,251.97		158,157,251.97
As of January 1, 2012			$ 29,594,151.06	29,594,151.06
Totals				187,751,403.03
Year-to-Date Modifications	- *	(235,179.09) *	(266,279.43) **	(501,458.52)
Adjusted Levy to Date	-	157,922,072.88	29,327,871.63	187,249,944.51
Less Collections:				
October '11	-	645,811.27	-	645,811.27
November	-	10,212,460.94	-	10,212,460.94
December	-	50,057,718.60	-	50,057,718.60
January '12	-	62,846,691.19	885,803.60	63,732,494.79
February	-	11,540,449.14	1,262,055.84	12,802,504.98
March	-	5,505,595.78	1,154,006.49	6,659,602.27
April	-	2,175,246.54	731,908.03	2,907,154.57
May	-	1,827,809.69	607,681.28	2,435,490.97
June	-	2,247,727.29	771,081.62	3,018,808.91
July	-	942,951.90	412,258.85	1,355,210.75
August	-	-	-	-
September	-	-	-	-
October	-	-	-	-
November	-	-	-	-
December	-	-	-	-
Total Collections	-	148,002,462.34	5,824,795.71	153,827,258.05
Total Taxes Receivable	-	9,919,610.54	23,503,075.92	33,422,686.46
Tax Roll as of 07/31/12	$ -	$ 9,919,610.54	$ 23,503,075.92	$ 33,422,686.46
	0.00	0.00	0.00	0.00
Taxes Receivable	#DIV/0!	6.28%	80.14%	17.85%
Taxes Collected * **	**#DIV/0!**	**93.72%**	**19.86%**	**82.15%**
'10 Roll Coll. as of 7/31/11	0.00%	92.65%	20.08%	81.45%
'09 Roll Coll. as of 7/31/10	0.00%	91.67%	21.74%	81.14%
'08 Roll Coll. as of 7/31/09	0.00%	91.20%	20.15%	81.23%
'07 Roll Coll. as of 7/31/08	0.00%	91.36%	20.58%	81.11%
'06 Roll Coll. as of 7/31/07	0.00%	91.35%	22.43%	80.04%
'05 Roll Coll. as of 7/31/06	0.00%	90.57%	20.92%	78.48%
'04 Roll Coll. as of 7/31/05	0.00%	90.14%	20.00%	78.02%
'03 Roll Coll. as of 7/31/04	0.00%	90.06%	20.00%	77.13%
'02 Roll Coll. as of 7/31/03	0.00%	89.72%	20.30%	77.00%
'01 Roll Coll. as of 7/31/02	0.00%	88.48%	18.80%	74.50%
'00 Roll Coll. as of 7/31/01	0.00%	87.91%	16.72%	73.67%

* Modifications are made from adjustments submitted by the appraisal district.

** Aside from regular modifications, delinquent adjustments include the addition of rollback taxes to the tax roll.

*** Collections and Receivable percentages are in relation to Adjusted Tax Levy, not Original Levy.

General Fund
JP Revenue Collection Reports

These reports illustrate a history of JP revenue collections along with current YTD collections totaled by Justice of the Peace.

Hidalgo County

Department of Budget & Management

Annual JP Collection Report

4 Year History

JP Name	Pct/Place	2009	2010	2011	2012 YTD
Gilbert Saenz	Pct 1 Place 1	583,793.02	655,148.55	697,423.66	351,944.43
Jesus Morales	Pct 1 Place 2	340,044.98	398,074.10	407,771.94	194,000.30
Bobby Contreras	Pct 2 Place 1	879,475.23	804,561.92	973,484.81	169,398.41
Rosa Treviño	Pct 2 Place 2	944,330.16	811,219.41	931,526.96	339,678.04
Luis J. Garza	Pct 3 Place 1	935,155.41	874,947.95	796,265.57	290,911.77
Ismael Ochoa	Pct 3 Place 2	923,758.65	823,697.95	956,621.55	237,348.86
Charlie Espinoza	Pct 4 Place 1	1,597,415.46	1,615,613.55	1,534,472.36	589,816.89
Homer Jasso	Pct 4 Place 2	915,680.45	726,744.42	185,775.75	35,703.55
Speedy Jackson	Pct 5 Place 1	219,950.31	185,693.20	237,895.94	112,188.54
	Total:	**$ 7,339,603.67**	**$ 6,895,701.05**	**$ 6,721,238.54**	**$ 2,320,990.79**

Hidalgo County

Department of Budget & Management

Justice of the Peace

Monthly Collection Report

As of July 31, 2012

	JP 1		JP 2		JP 3		JP 4		JP 5
Month	**Place 1**	**Place 2**	**Place 1**	**Place 2**	**Place 1**	**Place 2**	**Place 1**	**Place 2**	**Place 1**
January	65,016.55	30,616.85	-	75,865.90	-	68,908.95	107,630.04	16,238.90	30,872.69
February	87,849.05	56,525.75	73,758.66	112,914.50	77,627.44	-	147,845.50	-	36,678.47
March	70,369.25	45,466.05	-	74,737.39	73,356.56	80,279.70	130,202.05	19,464.65	26,450.37
April	59,924.13	30,779.15	95,639.75	76,160.25	60,692.76	-	95,299.25	-	-
May	68,785.45	30,612.50	-	-	79,235.01	88,160.21	108,840.05	-	18,187.01
June	-	-	-	-	-	-	-	-	-
July	-	-	-	-	-	-	-	-	-
August									
September									
October									
November									
December									
Total	**$ 351,944.43**	**$ 194,000.30**	**$ 169,398.41**	**$ 339,678.04**	**$ 290,911.77**	**$ 237,348.86**	**$ 589,816.89**	**$ 35,703.55**	**$ 112,188.54**

* The last collections report submitted for Commissioners' Court approval was for some of the May 2012 JP Collections

Contingency Account - Detail

This report illustrates the transfers in and transfers out of the County Wide-Contingency account in detail. The Contingency account is a budgetary reserve set-aside for emergencies or unforeseen expenditures.

Hidalgo County

Department of Budget & Management

2012 Contingency Account Detail

As of July, 31, 2012

Date	Item No	Department	Amount
Transfers In:			
01/01/12	JE-20000	Original Budget	32,309.04
12/29/11	AI-30331	Co. Wide Adm.- Other	751,000.00
12/29/11	AI-30096	Co. Auditor	5,348.48
01/10/12	AI-30358	Budget & Management	3,750.00
01/11/12	JE-20070	From General Litigation	50,000.00
01/12/12	JE-20075	From Humane Society, Donna Museum, Child Advocacy Ctr,Tx DPS Rent	132,973.08
01/23/12	JE-20142	Co Wide Adm- Gasoline/Diesel	81,518.40
01/26/12	JE-20195	Co Wide Adm- Gasoline/Diesel	40,000.00
01/30/12	JE-20215	Co Wide Adm- Gasoline/Diesel	102,000.00
02/03/12	JE-20287	Co Wide Adm- Gasoline/Diesel	110,000.00
02/22/12	JE-20501	Co Wide Adm- Gasoline/Diesel	10,000.00
02/24/12	JE-20508	Co Wide Adm-Electricity	105,864.00
02/24/12	JE-20508	Co Wide Adm- Gasoline/Diesel	45,000.00
02/27/12	JE-20511	Co Wide Adm-Electricity	36,000.00
02/27/12	JE-20548	Co Wide Adm-Electricity	47,000.00
03/09/12	JE-20744	Co Wide Adm-Gasoline/Diesel & Ele	34,527.04
03/15/12	JE-20868	Co Wide Adm-Arch & Eng Srv	60,000.00
03/16/12	JE-20871	Co Wide Adm-Arch & Eng Srv	30,000.00
04/10/12	JE-21215	Salary Sweep	929,943.46
06/29/12	JE-22399		141,669.00
07/10/12	JE-22619-22	Salary & Fringe Sweep	1,318,140.04
Total Transfers In:			**4,067,042.54**
Transfers Out:			
12/29/11	AI-30219	Constable Pct. 3	(29,661.00)
12/29/11	AI-30226	County Clerk	(48,016.74)
12/29/11	AI-30326	Information Technology	(20,168.11)
12/29/11	AI-30321	Elections	(47,500.64)
12/29/11	AI-30317	Sheriff	(8,799.26)
12/29/11	AI-29859	Various Depts	(421,965.64)

Hidalgo County

Department of Budget & Management

2012 Contingency Account Detail

As of July, 31, 2012

Date	Item No	Department	Amount
12/29/11	AI-30328	JP's	(107,345.81)
12/29/11	AI-30283	Constable Pct 5	(9,373.60)
01/10/12	AI-30359	Executive Office	(3,750.00)
01/23/12	JE-20143	430th DC	(81,518.40)
01/18/12	JE-20138	Mailing Services	(10,968.00)
01/10/12	AI-30417	Master Court	(2,000.00)
01/10/12	JE-20055	430th DC	(40,759.20)
01/12/12	JE-20069	Insurance	(50,000.00)
01/17/12	AI-30557	Jail	(132,973.08)
01/13/12	JE-20102	Co Wide Adm-Other Prof Srv	(3,000.00)
01/25/12	JE-20191	Urban County	(5,000.00)
01/26/12	JE-20198	Co Wide Adm-Mgmt Consulting Srv	(36,815.00)
01/26/12	JE-20198	Co Wide Adm-Property Insurance	(1,578.74)
01/26/12	JE-20198	Co Wide Adm-Custodial	(1,440.00)
01/26/12	JE-20198	Co Wide Adm-Water/Sewerage	(462.54)
01/26/12	JE-20199	JP Pct 5/Pl 1	(4,445.00)
01/31/12	AI-30823	Public Defender	(82,695.40)
01/31/12	AI-30831	Planning Dept	(8,362.03)
02/07/12	AI-30847	Tax Office	(1,601.17)
02/08/12	JE-20340	Facilities Management	(5,000.00)
02/13/12	JE-20387	Public Defender	(3,307.00)
02/14/12	AI-30990	Various Depts	(104,912.95)
02/14/12	AI-30854	Co Wide Adm-Travel Out of County	(2,808.98)
02/14/12	JE-20391	Public Defender	(2,300.00)
02/21/12	AI-31119	Predatory Animals	(2,400.00)
02/17/12	JE-20469	Constable Pct 2	(3,500.00)
02/21/12	JE-20470	Co Comm	(7,600.00)
02/21/12	AI-31023	Urban County	(2,500.00)
02/22/12	JE-20503	DA's Civil Litigation	(14,282.59)
02/22/12	JE-20504	Constable Pct 5	(9,800.00)
02/24/12	JE-20510	Co Wide Adm-Arch & Eng Srv	(105,864.00)
02/24/12	JE-20509	Executive Office	(1,041.00)

Hidalgo County

Department of Budget & Management

2012 Contingency Account Detail

As of July, 31, 2012

Date	Item No	Department	Amount
02/27/12	JE-20549	Various Depts	(6,624.72)
02/28/12	JE-20574	Pct 3 Sanitation	(35,387.98)
02/29/12	JE-20602	Co Wide Adm-Property Insurance	(789.37)
02/29/12	JE-20602	Co Wide Adm-Bldg & Othr Struc R&	(359.10)
02/29/12	JE-20602	Co Wide Adm-Custodial	(1,439.73)
02/29/12	JE-20602	Co Wide Adm-Water/Sewerage	(617.04)
02/29/12	JE-20601	Constable Pct 5	(5,300.00)
03/06/12	JE-20705	Jail	(972.85)
03/01/12	JE-20625	Historical Commission	(1,000.00)
03/06/12	JE-20703	Tropical Tx Center MHMR	(41,078.00)
03/13/12	JE-20954	District Attorney	(3,916.85)
03/12/12	JE-20745	Pct 3 Sanitation	(22,815.45)
03/12/12	JE-20746	Pct. 3 Parks	(13,457.96)
03/12/12	JE-20763	Co Wide Adm-Property Insurance	(789.37)
03/12/12	JE-20763	Co Wide Adm-Pest Control	(194.85)
03/13/12	JE-20917	CCL#1	(8,920.51)
03/15/12	JE-20869	Traffic Engineering	(8,102.40)
03/15/12	JE-20868	Co Wide Adm-Other Prof Srv	(18,258.96)
03/15/12	JE-20868	Co. Wide Adm-Aid to Govt Agency	(240.00)
03/27/12	JE-20991	Constable Pct. 2	(39,480.79)
03/20/12	JE-20916	Co Comm	(30,000.00)
03/23/12	JE-20943	Public Defender	(1,306.80)
04/03/12	JE-21142	Pct. 2 Sanitation	(2,335.00)
04/05/12	JE-21163	Pct. 1 CRC	(5,730.00)
04/10/12	JE-21668	City of Mcallen Animal Control	(50,000.00)
04/12/12	JE-21252	Insurance	(33,870.42)
04/17/12	JE-21273	Co Wide Adm-Office & Compu Supp	(7,757.39)
04/17/12	JE-21279	Pct. 1 Sanitation	(199,766.00)
04/17/12	JE-21279	Pct. 2 Sanitation	(34,850.00)
04/17/12	JE-21279	Pct. 3 Sanitation	(46,880.00)
04/17/12	JE-21279	Pct. 4 Sanitation	(78,337.00)
04/24/12	JE-21377	Executive Office	(2,000.00)

Hidalgo County

Department of Budget & Management

2012 Contingency Account Detail

As of July, 31, 2012

Date	Item No	Department	Amount
04/24/12	JE-21374	Co Wide Adm Law Enforcement	(3,302.00)
04/24/12	JE-21375	Donna Museum	(40,000.00)
04/24/12	JE-21376	Historical Museum	(100,000.00)
05/01/12	JE-21496	Constable Pct. 4	(623.00)
05/04/12	JE-21551	DA's Civil Litigation	(22,940.00)
05/08/12	JE-21620	Co Comm	(24,601.20)
05/08/12	JE-21619	Public Defender	(5,835.00)
05/14/12	JE-21668	Visiting Judges	(50,000.00)
05/16/12	JE-21722	Co Wide Adm-Land & Bldg Rentals	(41,600.00)
05/17/12	JE-21745	Insurance	(1,392.91)
05/22/12	JE-21800	IT Countywide	(16,185.00)
05/24/12	JE-21859	Co Comm	(1,892.40)
05/23/12	JE-21849	JP Pct. 4/Pl 1	(2,444.00)
05/29/12	JE-21863	Tax Office	(206.90)
05/29/12	JE-21870	Constable Pct. 3	(1,882.46)
05/29/12	JE-21873	Constable Pct. 1	(969.00)
06/04/12	JE-22028	Constable Pct. 3	(1,300.00)
06/12/12	JE-22150	Co Wide Adm-Land & Bldg Rentals	(12,105.00)
06/12/12	JE-22172	Sheriff	(15,038.31)
06/13/12	JE-22182	Co. Wide Adm.-Other Services	(50,000.00)
06/18/12	JE-22259	Co Wide Adm-Land & Bldg Rentals	(12,000.00)
06/15/12	JE-22231	Co. Wide Adm.-Other Services	(3,711.08)
06/22/12	JE-22296	Co. Wide Adm.-Other Services	(10.28)
06/25/12	JE-22323	Urban County	(5,000.00)
06/26/12	JE-22332	Various Depts	(1,800.00)
06/26/12	JE-22372	Planning Dept	(5,570.00)
06/26/12	JE-22373	Human Services	(28,009.00)
06/26/12	JE-22374	Constable Pct. 4	(839.00)
06/26/12	JE-22336	Co. Wide Adm.-Other Services	(25,000.00)
07/02/12	JE-22400	Pct. 1 Sanitation	(55,000.00)
07/03/12	JE-22493	Constable Pct. 1	(823.00)
07/03/12	JE-22494	Constable Pct. 2	(1,598.00)

Hidalgo County

Department of Budget & Management

2012 Contingency Account Detail

As of July, 31, 2012

Date	Item No	Department	Amount
07/03/12	JE-22495	Constable Pct. 5	(1,532.00)
07/03/12	JE-22496	Sheriff's Office	(450.50)
07/03/12	JE-22501	IT	(20,168.11)
07/03/12	JE-22502	Jail	(66,500.90)
07/10/12	JE-22623	Sheriff's Office	(44,428.15)
07/13/12	JE-22678	Co. Wide Adm-Other Prof Srv	(4,000.00)
07/17/12	JE-22733	Co. Wide Adm-Land & Bldg Rentals	(70,295.00)
07/17/12	JE-22745	Jail	(650,000.00)
07/17/12	JE-22744	Insurance	(2,263.00)
07/17/12	JE-22743	Pct. 1-4 Sanitation	(409,000.00)
07/20/12	JE-22826	Co Comm	(2,000.00)
07/24/12	JE-22852	Tx Agrilife	(3,950.00)
07/24/12	JE-22830	Constable Pct. 5	(2,823.65)
07/27/12	JE-22947	Co. Wide Adm-Land & Bldg Rentals	(47,200.00)
07/27/12	JE-22949	Visiting Judges	(40,000.00)
07/31/12	JE-23055	Sheriff	(3,500.00)
Total Transfers Out:			**(4,027,883.27)**

ACCOUNT BALANCE (As of 7/31/12):	**$39,159.27**

General Fund Expenditure Analysis

This report illustrates the 2012 Adopted Budget in comparison to the 2011 and 2012 actual expenditures on a monthly basis. This will allow us to identify when expenditures exceed the adopted budget and will assist us in making future budget recommendations and/or suggest cost-saving measures.

Hidalgo County

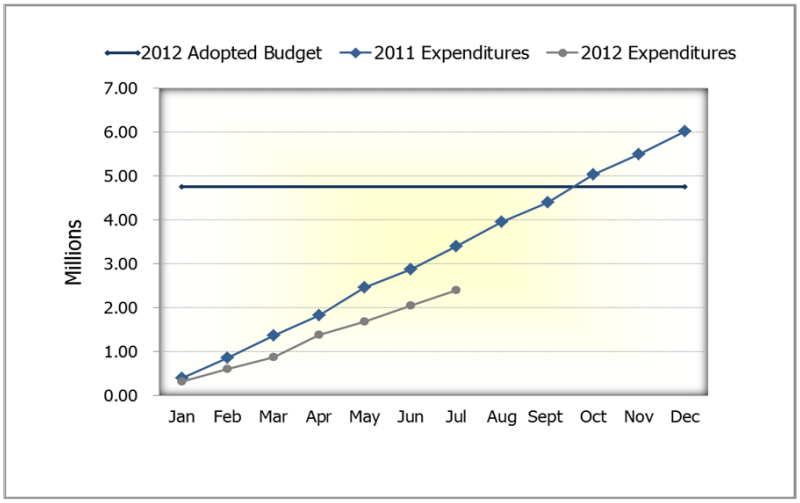
Department of Budget & Management

LEGAL EXPENDITURES

2011 vs 2012

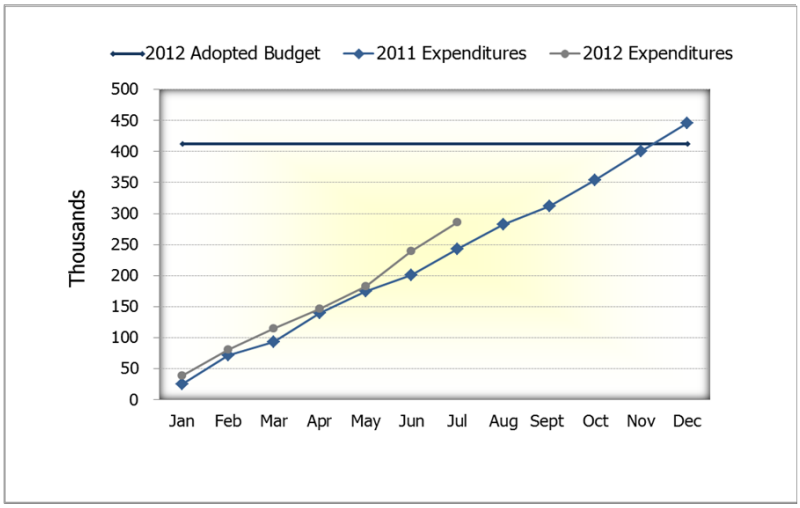
Public Defense - Criminal & Juvenile Cases

Month	2011 Actual Expenditures	2012 Actual Expenditures
January	395,008.70	319,032.39
February	459,850.23	283,703.03
March	506,156.51	273,256.06
April	474,259.00	502,882.50
May	621,850.45	309,910.00
June	413,644.50	366,851.51
July	536,117.31	339,931.93
August	549,111.80	-
September	437,669.26	-
October	647,945.75	-
November	446,103.55	-
December	523,100.48	-
Total:	**$ 6,010,817.54**	**$ 2,395,567.42**



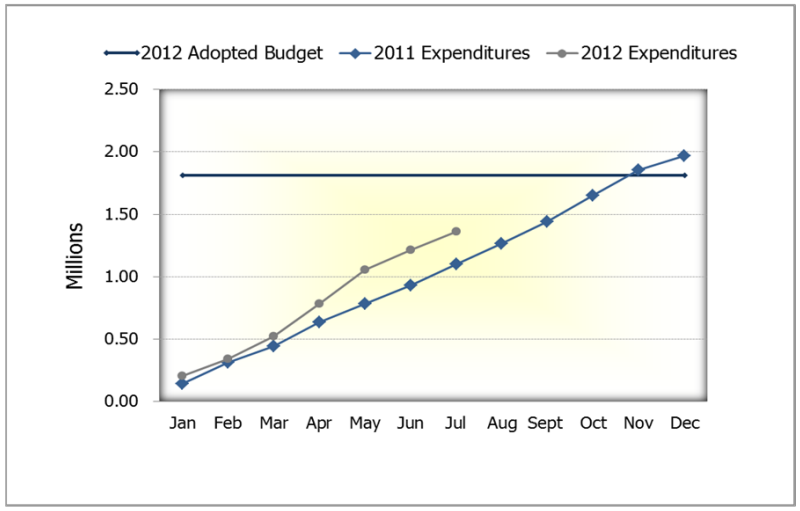
Other Public Defense - Civil Cases, Family Cases, Lunacy Cases, Bonds, & Protective Orders

Month	2011 Actual Expenditures	2012 Actual Expenditures
January	25,187.50	38,522.50
February	46,400.00	41,670.00
March	21,872.50	34,865.00
April	46,125.00	31,010.00
May	35,050.00	36,737.50
June	25,787.50	56,972.50
July	42,572.50	46,390.00
August	39,985.00	-
September	29,477.50	-
October	40,948.25	-
November	46,530.00	-
December	45,452.50	-
Total:	**$ 445,388.25**	**$ 286,167.50**



Child Welfare Defense - Child Welfare Cases

Month	2011 Actual Expenditures	2012 Actual Expenditures
January	144,843.38	206,288.00
February	166,612.50	135,488.00
March	130,782.50	179,157.50
April	195,799.81	264,702.50
May	144,573.50	267,010.00
June	148,064.19	160,993.00
July	167,476.42	146,555.00
August	166,755.00	-
September	176,352.50	-
October	211,600.34	-
November	203,082.50	-
December	111,180.00	-
Total:	**$ 1,967,122.64**	**$ 1,360,194.00**



*Actual July Expenditures as of 8/22/12

Hidalgo County

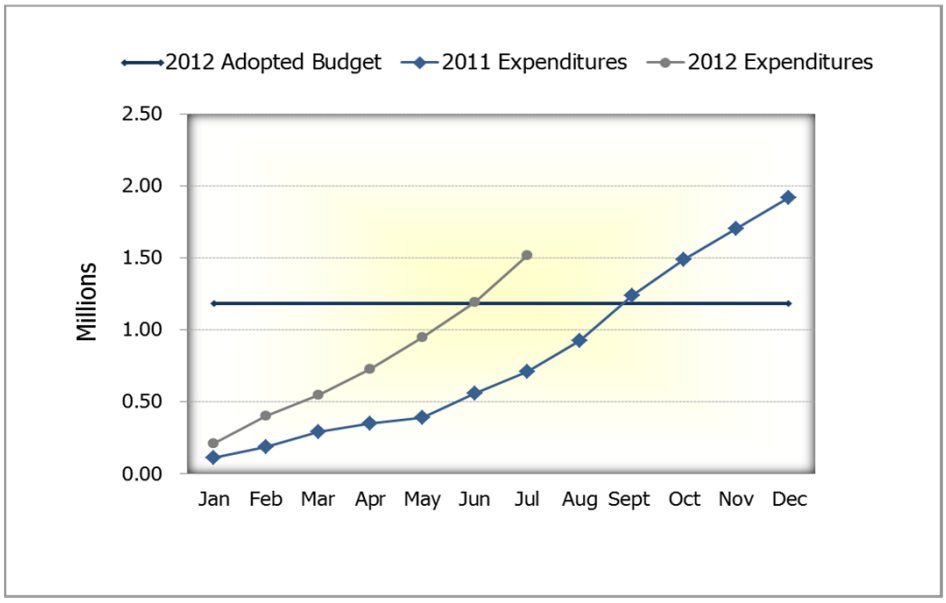
Department of Budget & Management

Room & Board Expenditures

2011 vs 2012

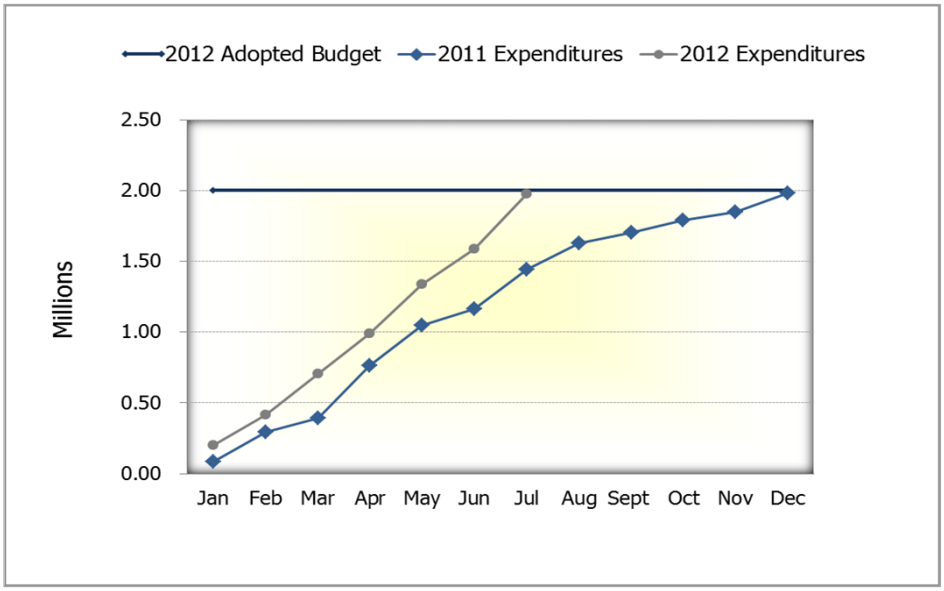
Jail

Month	2011 Actual Expenditures	2012 Actual Expenditures
January	114,450.00	212,310.00
February	74,886.00	189,270.00
March	102,144.00	143,100.00
April	60,030.00	181,620.00
May	40,995.00	221,085.00
June	166,140.00	242,325.00
July	149,895.00	327,375.00
August	216,405.00	-
September	311,355.00	-
October	252,630.00	-
November	212,040.00	-
December	213,390.00	-
Total:	**$ 1,914,360.00**	**$ 1,517,085.00**



Juvenile

Month	2011 Actual Expenditures	2012 Actual Expenditures
January	158,002.52	203,863.14
February	137,192.72	210,060.92
March	194,240.76	290,890.61
April	282,227.68	287,990.46
May	301,238.42	346,061.95
June	127,306.10	251,449.16
July	240,679.78	385,321.80
August	189,972.48	-
September	160,062.70	-
October	5,774.70	-
November	151,960.42	-
December	35,879.17	-
Total:	**$ 1,984,537.45**	**$ 1,975,638.04**



*Actual July Expenditures as of 8/22/12

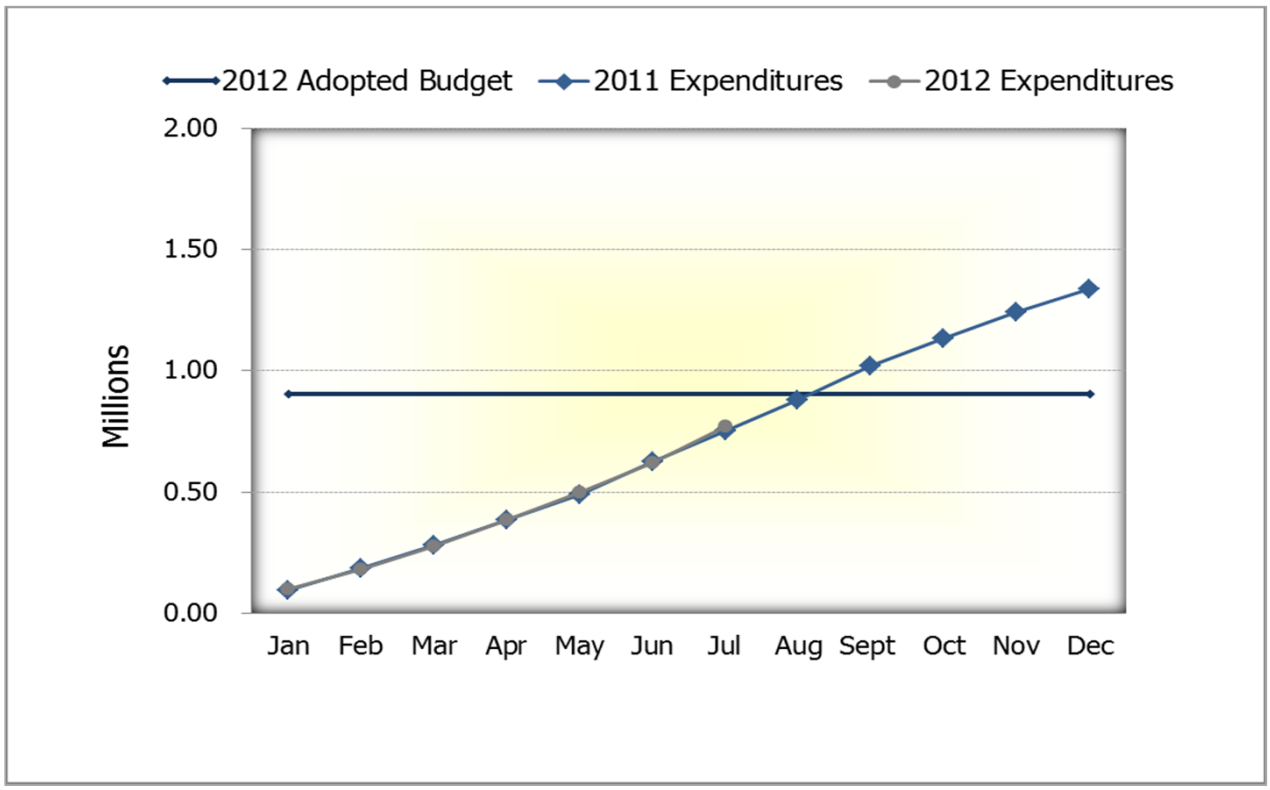
Hidalgo County

Department of Budget & Management

CO WIDE ELECTRICITY

2011 vs 2012

Month	2011 Actual Expenditures	2012 Actual Expenditures
January	93,775.55	99,411.75
February	91,085.93	82,135.48
March	95,226.03	94,986.53
April	102,919.65	108,658.06
May	106,977.92	110,987.12
June	135,543.83	124,509.67
July	124,446.83	148,292.27
August	130,839.11	-
September	137,263.95	-
October	116,784.43	-
November	104,907.24	-
December	95,447.60	-
Total:	**1,335,218.07**	**768,980.88**



*Actual July Expenditures as of 8/22/12

Unemployment Reports

These reports illustrate a 3 year history of annual unemployment claim expenses, the definition of a base period claim, and current unemployment claims processed through the 2nd quarter of 2012 by department.

Hidalgo County

Annual Unemployment Claim Charges By Dept
3 Year History

Department	2010 Annual Charges	2011 Annual Charges	2012 Annual Charges thru 2nd Quarter
275th District Court	-	10,624	166
430th District Court	7,448	-	-
Adult Probation	65,191	55,942	24,282
Co Treasurer	1,176	196	294
Co. Judge	20,220	-	-
Constable Pct. 2	20,091	8,120	-
Constable Pct. 3	19,488	4,466	4,466
Constable Pct. 4	12,514	3,391	-
Constable Pct. 5	-	-	-
County Auditor	3,277	(3,408)	3,505
County Clerk	1,223	7,756	5,249
County Records Mgmt	104	-	-
District Attorney	4,569	32,916	16,351
District Clerk	23,298	30,912	10,000
Elections	33,197	18,323	10,079
Facilities Management	12,603	10,172	514
Health Dept	33,707	74,329	10,656
Human Resources	4,078	506	172
Human Services	4,440	7,771	-
IT Dept	(24)	-	-
Jail	59,501	27,027	-
JP 2 PL 1	4,540	3,069	2,400
JP 2 PL 2	231	1,538	-
JP 3 PL 1	3,168	3,443	-
JP 4 PL 1	-	6,280	-
JP 4 PL 2	6,714	7,131	410
Juvenile Probation	39,765	102,560	41,296
Pct. 1	258,324	87,758	33,716
Pct. 2	16,066	4,376	-
Pct. 3	2,341	7,876	69
Pct. 4	17,152	12,490	1,896
Planning Dept	969	12,867	-
Public Defender	4,096	6,436	-
Right of Way	-	4,980	5,810
Sheriff	42,654	68,456	79,864
Tax Office	14,545	4,191	3,264
Tx DPS	7,020	1,792	4,406
Urban County	2,744	6,156	5,712
WIC	33,790	67,761	8,657
Total	**$ 780,220**	**$ 698,202**	**$ 273,234**

UNEMPLOYMENT
Unpreventable Base Period

Unemployment compensation is usually paid on the basis of wages earned in the "base period".

Base Period

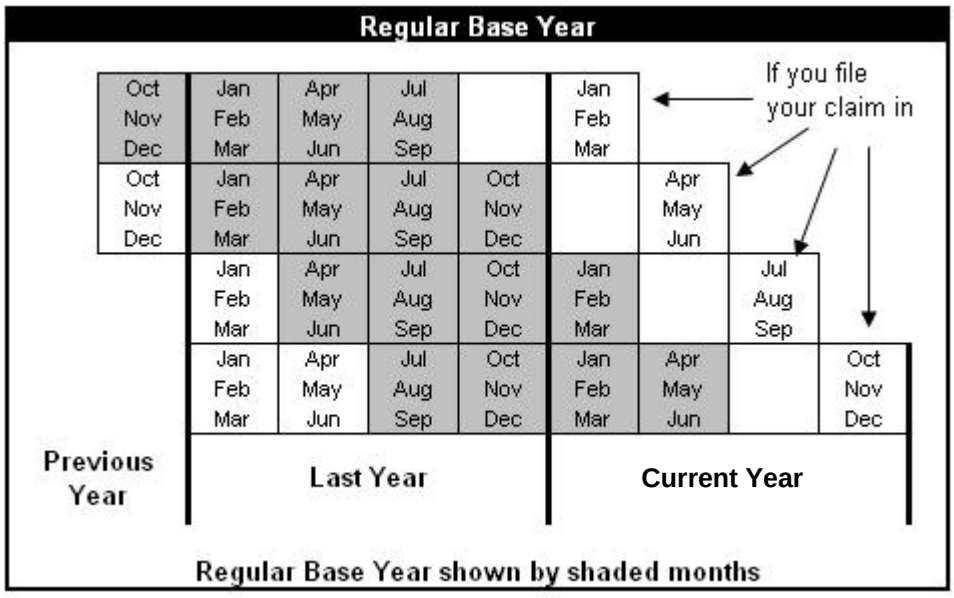
The “base period” is defined as the first 4 quarters of the last 5 completed calendar quarters of wages. The base period determines the wages that will be used to compute the claimant's benefit amounts and which employers will have potential chargeback or reimbursement liability for any benefits paid to the claimant

Base Period Employer

A "base period employer" is one the employee worked for in that period, who's account would be charged by the unemployment office through unemployment taxes.

Example:

- If the claim is filed in April, May or June of current year, the base period is January through December of the last year.
- If the claim is filed in July, August, or September of the current year, the base period is April through December of the previous year and January through March of the last year.
- If the claim is filed in October, November, or December of the current year, the base period is July through December of the last year and January through June of the current year.



Hidalgo County

Department of Budget & Management

Unemployment Claims Summary of Claims Processed
2nd Quarter - 2012

Department	Claims Processed	Claims Protested	Claims not Protested	Unpreventable Base Period Claims	Decision Status as of July 31, 2012			Total Potential Liability	Liability Suspended	Potential Liability from Lost Claims
					Claims Won	Claims Lost	Pending Decisions			
Adult Probation	1	1				1	0	11,076.00	-	11,076.00
CCL #1	1	1			1		0	11,076.00	11,076.00	-
Co. Clerk	1			1			1	8,742.88	-	-
District Attorney	2	1		1		1	1	18,881.19	-	7,805.19
District Clerk	2	2			1		1	18,563.29	11,076.00	-
Health Adm	1			1			1	2,243.35	-	-
Health Clinics	2	2			1		1	15,667.79	9,729.88	-
Info Tech Dept	1		1		1		0	718.07	718.07	-
Jail	2		1	1			2	22,152.00	-	-
JP Pct. 3/Pl 1	1	1					1	-	-	-
Juvenile Probation	6	2	2	2	1	2	3	49,651.97	11,076.00	20,094.33
Pct. 1	4	3		1		2	2	27,996.37	-	8,938.83
Pct. 2	2	2			2		0	9,395.35	9,395.35	-
Sheriff	1	1			1		0	11,076.00	11,076.00	-
WIC	1			1			1	4,945.13	-	-
Total	**28**	**16**	**4**	**8**	**8**	**6**	**14**	**$ 212,185.39**	**$ 64,147.30**	**$ 47,914.35**

Hidalgo County

Department of Budget & Management

Unemployment Claims Summary of Claims Processed
1st Quarter - 2012

Department	Claims Processed	Claims Protested	Claims not Protested	Unpreventable Base Period Claims	Decision Status as of July 31, 2012			Total Potential Liability	Liability Suspended	Potential Liability from Lost Claims
					Claims Won	Claims Lost	Pending Decisions			
275th DC	1	0	0	1			1	11,076.00	-	-
449th DC	1	1	0	0	1		0	11,076.00	11,076.00	-
Adult Probation	1	1	0	0			1	1,682.30	-	-
Co. Clerk	2	2	0	0	2		0	16,874.30	16,874.30	-
District Clerk	1	1	0	0		1	0	9,901.29	-	9,901.29
Facilities Management	1	1	0	0	1		0	-	-	-
Jail	6	6	0	0	5	1	0	36,867.12	31,405.94	5,461.18
Juvenile Probation	2	0	1	1			2	2,257.36	-	-
Pct. 1	7	3	1	3	2		5	27,846.30	7,472.45	-
Pct. 2	1	1	0	0	1		0	1,121.69	1,121.69	-
Purchasing	1	1	0	0	1		0	11,076.00	11,076.00	-
Sheriff	5	1	2	2	3		2	47,789.55	30,596.63	-
WIC	2	1	0	1	1		1	13,927.35	6,704.10	-
Total	**31**	**19**	**4**	**8**	**17**	**2**	**12**	**$ 191,495.26**	**$ 116,327.11**	**$ 15,362.47**

General Fund- Deletion & Creation of Positions by Department

This report illustrates all deleted and created positions by department approved by Commissioners' Court for calendar year 2012.

Hidalgo County

Department Of Budget & Management

General Fund

2012 Creation & Deletion of Positions

CREATIONS

Department	Slot No	Position Title	G	S	Salary	CC Approval Date
SHERIFF	0364	CRIME VICTIM LIAISON	10	2	38,408.00	09/27/11
PCT. 4 PARKS	0011	PARK COORDINATOR II			37,109.00	09/27/11
PCT. 4 PARKS	0012	MAINTENANCE II			21,653.00	09/27/11
PCT. 4 CRC	0001	ADMINISTRATIVE ASSISTANT III			31,815.00	09/27/11
DISTRICT CLERK	0073	DEPUTY DISTRICT CLERK I	5	1	25,256.00	09/27/11
CO COMM	0033	ATTORNEY IV	18	1	68,687.00	09/27/11
CO COMM	0034	ATTORNEY IV	18	1	68,687.00	09/27/11
CO COMM	0035	ATTORNEY V	20	1	80,117.00	09/27/11
JP 4 PL 2	0011	CASE MANAGER I			16,500.00	09/27/11
JP 4 PL 2	0012	CASE MANAGER I			16,500.00	09/27/11
JP 1 PL 1	0006	CASE MANAGER I			16,500.00	09/27/11
JP 1 PL 2	0006	CASE MANAGER I			16,500.00	09/27/11
JP 3 PL 2	0007	CASE MANAGER I			16,500.00	09/27/11
CO. CLERKS	0070	ADMINISTRATIVE ASSISTANT IV	10	1	37,109.00	12/29/11
DISTRICT ATTORNEY	0098	ASSISTANT DA III	16	1	49,629.00	12/29/11
JP 4 PL 2	0011	CASE MANAGER II			37,000.00	12/29/11
JP 4 PL 2	0012	CASE MANAGER II			37,000.00	12/29/11
JP 4 PL 2	0013	CLERK			28,000.00	12/29/11
JP 4 PL 2	0014	CLERK			28,000.00	12/29/11
JAIL	0399	CAPTAIN			55,000.00	01/17/12
JAIL	0400	CAPTAIN			55,000.00	01/17/12
PUBLIC DEFENDER	0012	PUBLIC DEFENDER II	14	1	50,487.00	01/31/12
PUBLIC DEFENDER	0013	CLERK I	1	1	18,564.00	01/31/12
CO. JUDGE	0035	DIRECTOR, ECONOMIC DEVELOPMENT			68,000.00	02/07/12
CO. JUDGE	0036	CLERK II			21,653.00	02/07/12
DISTRICT ATTORNEY	0004	ATTORNEY II	14	1	50,487.00	02/21/12
PCT. 3 SANITATION	0041	TRUCK DRIVER III			32,000.00	02/28/12
CONSTABLE PCT. 2	0009	DEPUTY CONSTABLE			38,000.00	03/13/12
FIRE MARSHAL	0008	DEPUTY FIRE MARSHAL	10	1	37,109.00	03/13/12
COUNTY COURT AT LAW 1	T006	COURT CLERK			31,200.00	03/20/12
COUNTY COURT AT LAW 4	0006	BAILIFF			42,000.00	04/17/12
FACILITIES MANAGEMENT	0112	ADMINISTRATIVE ASSISTANT I	4	1	23,385.00	04/24/12
PCT. 2 PARKS	T026	ATTENDANT			17,992.00	04/24/12
PCT. 2 PARKS	T027	ATTENDANT			17,992.00	04/24/12
PCT. 2 PARKS	T028	LIFEGUARD			19,760.00	04/24/12
PCT. 2 PARKS	T029	LIFEGUARD			19,760.00	04/24/12
PCT. 2 PARKS	T030	LIFEGUARD			19,760.00	04/24/12
PCT. 2 PARKS	T031	LIFEGUARD			19,760.00	04/24/12
TAX OFFICE	0137	ACCOUNTANT I	8	1	31,815.00	05/29/12
SHERIFF	0369	DIVISION COMMANDER			75,000.00	06/05/12
COUNTY CLERK RECORD ARCHIVE	T015	ASSISTANT DEPUTY COUNTY CLERK	3	0	20,570.00	07/03/12
INFORMATION TECHNOLOGY	T035	GIS CLERK			18,720.00	07/03/12
INFORMATION TECHNOLOGY	T036	GIS CLERK			18,720.00	07/03/12
ELECTIONS	T138	DATA ENTRY CLERK I	1	0	17,636.00	07/03/12
ELECTIONS	T139	DATA ENTRY CLERK I	1	0	17,636.00	07/03/12
ELECTIONS	T140	DATA ENTRY CLERK I	1	0	17,636.00	07/03/12
ELECTIONS	T141	DATA ENTRY CLERK I	1	0	17,636.00	07/03/12
ELECTIONS	T142	DATA ENTRY CLERK I	1	0	17,636.00	07/03/12
ELECTIONS	T143	DATA ENTRY CLERK I	1	0	17,636.00	07/03/12
ELECTIONS	T144	DATA ENTRY CLERK I	1	0	17,636.00	07/03/12
PCT. 2 PARKS	0032	PARKS DIRECTOR			51,870.00	07/03/12
PCT. 2 PARKS	0033	CREW LEADER I			29,458.00	07/03/12
PCT. 2 PARKS	0034	CREW LEADER I			29,458.00	07/03/12

Hidalgo County
Department Of Budget & Management

General Fund
2012 Creation & Deletion of Positions

Department	Slot No	Position Title	G	S	Salary	CC Approval Date
PCT. 2 PARKS	0035	CLERK III			25,256.00	07/03/12
SHERIFF	0370	CHIEF OF STAFF			75,000.00	07/10/12
TAX OFFICE	0138	INTERNAL AUDITOR III	13	1	46,747.00	07/31/12
TAX OFFICE	0139	DEPUTY CLERK III	9	1	34,360.00	07/31/12
Total:	**57**				**1,889,305.00**	

DELETIONS

Department	Slot No	Position Title	G	S	Salary	CC Approval Date
PCT. 2 SANITATION	0009	TRUCK DRIVER II			(26,644.00)	09/27/11
PCT. 2 SANITATION	0018	MAINTENANCE I			(22,345.00)	09/27/11
PCT. 2 SANITATION	0020	MAINTENANCE WORKER I			(22,345.00)	09/27/11
ELECTIONS	0021	VOTER REGISTRATION SPECIALIST I	5	1	(25,256.00)	12/29/11
PCT. 3 SANITATION	0009	TRUCK DRIVER III			(28,000.00)	12/29/11
DISTRICT ATTORNEY	0037	ASSISTANT DA II	14	1	(49,629.00)	12/29/11
JP 4 PL 2	0006	ASSISTANT COURT COORDINATOR			(29,674.00)	12/29/11
JP 4 PL 2	0009	COURT CLERK			(25,932.00)	12/29/11
JP 4 PL 2	0011	CASE MANAGER I			(33,000.00)	12/29/11
JP 4 PL 2	0012	CASE MANAGER I			(33,000.00)	12/29/11
ELECTIONS	T128	DATA ENTRY CLERK I	1	0	(17,636.00)	12/29/11
ELECTIONS	T129	DATA ENTRY CLERK I	1	0	(17,636.00)	12/29/11
ELECTIONS	T130	DATA ENTRY CLERK I	1	0	(17,636.00)	12/29/11
ELECTIONS	T131	DATA ENTRY CLERK I	1	0	(17,636.00)	12/29/11
ELECTIONS	T132	DATA ENTRY CLERK I	1	0	(17,636.00)	12/29/11
CO. JUDGE	0030	ECONOMIC DEVELOPMENT PLANNER II			(63,000.00)	02/07/12
CO. JUDGE	0034	ADMINISTRATIVE AIDE II			(35,000.00)	02/07/12
DISTRICT ATTORNEY	0003	ATTORNEY IV	18	1	(68,687.00)	02/21/12
FIRE MARSHAL	0005	CHIEF DEPUTY FIRE MARSHAL	11	1	(40,078.00)	03/13/12
PCT. 3 SANITATION	0018	TRUCK DRIVER III			(28,000.00)	04/10/12
PCT. 3 SANITATION	0023	TRUCK DRIVER III			(26,144.00)	04/10/12
PCT. 3 SANITATION	0024	TRUCK DRIVER III			(26,144.00)	04/10/12
COUNTY COURT AT LAW 4	0005	ASSISTANT COURT COORDINATOR			(32,760.00)	04/17/12
FACILITIES MANAGEMENT	0091	ADMINISTRATIVE ASSISTANT IV	10	4	(41,006.00)	04/24/12
TAX OFFICE	0053	DEPUTY CLERK II	7	1	(29,458.00)	05/29/12
SHERIFF	0002	CHIEF DEPUTY			(85,000.00)	06/05/12
PCT. 2 SANITATION	0004	ATTENDANT			(27,020.00)	07/03/12
PCT. 2 SANITATION	0014	TRUCK DRIVER II			(24,236.00)	07/03/12
TAX OFFICE	0013	ACCOUNTANT III	12	3	(46,314.00)	07/31/12
TAX OFFICE	0033	BOOKKEEPER II	8	3	(34,043.00)	07/31/12
Total:	**30**				**(990,895.00)**	
Grand Total:	**27**				**$ 898,410.00**	

General Fund-Vacancy Report

This report illustrates General Fund vacant positions as of July 31, 2012.

Hidalgo County

Department of Budget & Management

General Fund Vacancy Report

As of July 31, 2012

Department Name	Position Title	G	S	Budgeted Salary	Comp %
ELECTED OFFICIAL DEPARTMENTS					
389TH DC	COURT REPORTER			$77,356.00	100.00%
398TH DC	COURT COORDINATOR			$60,698.00	100.00%
CO CLERK	EXECUTIVE ASSISTANT I	11	1	$40,078.00	100.00%
CO CLERK	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	100.00%
CO JUDGE	CLERK II			$21,653.00	100.00%
CO JUDGE	ADMINISTRATIVE AIDE II			$35,000.00	100.00%
CO TREASURER	PAYROLL CLERK II	7	6	$34,613.00	100.00%
CRIM DA	CLERK II	3	0	$20,570.00	100.00%
DA CIVIL LITIGATION	ATTORNEY IV	18	1	$68,687.00	100.00%
DIST CLERK	DEPUTY DISTRICT CLERK I	5	1	$25,256.00	100.00%
DOMESTIC RELATIONS OFFICE	DOMESTIC RELATIONS OFFICE DIRECTOR			$29,442.00	100.00%
JAIL	DETENTION OFFICER STEP I			$30,450.00	100.00%
JAIL	DETENTION OFFICER STEP I			$30,450.00	100.00%
JAIL	DETENTION OFFICER STEP I			$30,450.00	100.00%
JAIL	DETENTION OFFICER STEP II			$31,516.00	100.00%
JAIL	DETENTION OFFICER STEP I			$30,450.00	100.00%
JAIL	SR. DETENTION OFFICER STEP III			$35,880.00	100.00%
JAIL	SR. DETENTION OFFICER STEP III			$35,880.00	100.00%
JAIL	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	100.00%
JAIL	CUSTODIAN II	3	1	$21,653.00	100.00%
JAIL	SR. DETENTION OFFICER STEP I			$33,495.00	100.00%
JAIL	SR. DETENTION OFFICER STEP III			$35,880.00	100.00%
JAIL	DETENTION OFFICER			$29,232.00	100.00%
JAIL	DETENTION OFFICER			$29,232.00	100.00%
JAIL	DETENTION OFFICER STEP I			$30,450.00	100.00%
JAIL	DETENTION OFFICER DTEP I			$30,450.00	100.00%
JAIL	DETENTION OFFICER STEP I			$30,450.00	100.00%
JAIL	LICENSED VOCATIONAL NURSE III	14	2	$52,254.00	100.00%
JAIL	SERGEANT STEP IV			$40,850.00	100.00%
JAIL	SENIOR DETENTION OFFICER STEP IV			$37,136.00	100.00%
JAIL	SENIOR DETENTION OFFICER STEP IV			$37,136.00	100.00%
JAIL	DETENTION OFFICER STEP I			$30,450.00	100.00%
JP PCT 4/PL 1	COURT CLERK			$19,640.00	100.00%
JP PCT 4/PL 2	CASE MANAGER			$43,194.00	100.00%
PARKS PCT.1	MAINTENANCE II			$22,345.00	100.00%
PARKS PCT.2	EXECUTIVE ASSISTANT			$10,500.00	15.38%
PARKS PCT.2	CREW LEADER I			$29,458.00	100.00%
PARKS PCT.2	MAINTENANCE I			$22,345.00	100.00%
PARKS PCT.2	MAINTENANCE I			$22,285.00	100.00%
PARKS PCT.2	CREW LEADER I			$29,458.00	100.00%
PARKS PCT.2	CLERK III			$25,256.00	100.00%
PARKS PCT.4	PARK MAINT II			$22,345.00	100.00%
SANITATION PCT.1	ACCOUNTS PAYABLE CLERK			$34,817.00	100.00%
SANITATION PCT.1	TRUCK DRIVER III			$27,552.00	100.00%

Hidalgo County

Department of Budget & Management

General Fund Vacancy Report

As of July 31, 2012

Department Name	Position Title	G	S	Budgeted Salary	Comp %
SANITATION PCT.1	TRUCK DRIVER III			$31,245.00	100.00%
SANITATION PCT.2	SOLID WASTE ENFORCEMENT OFFICER			$36,480.00	100.00%
SANITATION PCT.2	EXECUTIVE ASSISTANT			$12,165.00	17.82%
SANITATION PCT.2	TRUCK DRIVER II			$27,016.00	100.00%
SANITATION PCT.2	OFFICE CLERK			$28,894.00	100.00%
SANITATION PCT.3	TRUCK DRIVER III			$26,144.00	100.00%
SANITATION PCT.3	MAINTENANCE I			$24,880.00	100.00%
SANITATION PCT.3	MAINTENANCE I			$24,880.00	100.00%
SANITATION PCT.3	TRUCK DRIVER III			$26,144.00	100.00%
SANITATION PCT.3	TRUCK DRIVER III			$28,000.00	100.00%
SANITATION PCT.3	TRUCK DRIVER III			$28,000.00	100.00%
SANITATION PCT.3	MAINTENANCE I			$24,880.00	100.00%
SHERIFF	DEPUTY SHERIFF STEP II			$39,330.00	100.00%
SHERIFF	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	100.00%
SHERIFF	SR. DEPUTY SHERIFF STEP II			$43,263.00	100.00%
SHERIFF	SR. DEPUTY SHERIFF STEP I			$41,800.00	100.00%
SHERIFF	COMMUNICATIONS OFFICER	7	2	$30,489.00	100.00%
SHERIFF	COMMUNICATIONS OFFICER	7	2	$30,489.00	100.00%
SHERIFF	CHIEF ADMINISTRATOR	18	1	$68,687.00	100.00%
SHERIFF	DEPUTY SHERIFF STEP I			$38,000.00	100.00%
SHERIFF	COMMUNICATIONS OFFICER	7	1	$29,458.00	100.00%
TAX OFF	INTERNAL AUDITOR III	13	1	$46,747.00	100.00%
TAX OFF	DEPUTY CLERK III	9	1	$34,360.00	100.00%
		Total:		**$2,191,954.00**	
OTHER COUNTY DEPARTMENTS					
BUDGET & MANAGEMENT	PLANNING ANALYST I	10	4	$41,006.00	100.00%
BUDGET & MANAGEMENT	BUDGET CLERK I	6	3	$29,186.00	100.00%
BUDGET & MANAGEMENT	BUDGET ANALYST I	10	4	$41,006.00	100.00%
CHILD WELFARE	HUMAN SERVICES TECHNICIAN	5	3	$27,024.00	100.00%
CO AUDITOR	ACCOUNTANT I	8	6	$37,385.00	100.00%
ELECTIONS DEPT	ELECTIONS PROJECT COORDINATOR	10	1	$37,109.00	100.00%
ELECTIONS DEPT	ACCOUNTANT II	10	2	$38,408.00	100.00%
EXECUTIVE OFFICE	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	100.00%
FACILITIES MANAGEMENT	MAINTENANCE I	1	4	$20,514.00	100.00%
FACILITIES MANAGEMENT	ELECTRICIAN I	8	0	$30,224.00	100.00%
HEALTH ADM	CLERK III	5	2	$26,140.00	100.00%
HEALTH CLINICS	CLERK III	5	1	$5,006.00	19.82%
HEALTH CLINICS	LICENSED VOCATIONAL NURSE II	11	1	$10,450.00	26.07%
HEALTH CLINICS	CLERK III	5	1	$3,999.00	15.83%
HEALTH CLINICS	HEALTH TECHNICIAN	7	1	$0.00	0.00%
HEALTH CLINICS	BILLING SPECIALIST V	9	2	$35,563.00	100.00%
HUMAN SERVICES	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	100.00%
HUMAN SERVICES	BILLING SPECIALIST II	3	5	$24,685.00	100.00%
HUMAN SERVICES	BILLING SPECIALIST II	3	7	$26,201.00	100.00%

Hidalgo County

Department of Budget & Management

General Fund Vacancy Report

As of July 31, 2012

Department Name	Position Title	G	S	Budgeted Salary	Comp %
INFORMATION TECHNOLOGY	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	100.00%
JUV DET HM	SHIFT SUPERVISOR			$48,943.00	97.76%
JUV DET HM	JSO/ DETENTION OFFICER			$33,762.00	100.00%
JUV DET HM	JSO/ DETENTION OFFICER			$33,762.00	100.00%
JUV DET HM	JSO/ DETENTION OFFICER			$32,120.00	100.00%
JUV DET HM	JSO/ DETENTION OFFICER			$33,244.00	100.00%
JUV DET HM	JSO/ DETENTION OFFICER			$31,522.00	96.57%
JUV DET HM	JSO/ DETENTION OFFICER			$32,120.00	100.00%
JUV DET HM	JSO/ DETENTION OFFICER			$33,762.00	100.00%
JUV DET HM	JSO/ DETENTION OFFICER			$34,279.00	100.00%
JUV PROB	PROBATION OFFICER			$1,375.00	3.38%
JUV PROB	JCCC ASST COOR			$3,250.00	8.61%
JUV PROB	PROBATION OFFI			$14,750.00	100.00%
PURCHASING	BUYER II	9	4	$37,969.00	100.00%
PURCHASING	ADMINISTRATIVE ASSISTANT II	6	4	$30,141.00	100.00%
PURCHASING	SURPLUS SPECIALIST	7	2	$30,489.00	100.00%
PURCHASING	CLERK II	3	1	$21,653.00	100.00%
VETERAN'S SRV	CLERK II	3	4	$23,927.00	100.00%
VETERAN'S SRV	ASSISTANT VET SRVC OFFICER	7	1	$29,458.00	100.00%
			Total:	**$1,033,484.00**	

Total Salaries: **$3,225,438.00**

Elected Official Depts:	**65**
Other County Depts:	**32**
Total No. of Vacant Positions:	**97**

Road & Bridge Fund Balance

This report reflects road & bridge fund balance by precinct.

Hidalgo County

Department Of Budget & Management

ROAD & BRIDGE FUND BALANCE

As of July 31, 2012

	Pct. 1	Pct. 2	Pct. 3	Pct. 4
Beginning Fund Balance (as of 1/1/2012)	**$ 731,329.98**	**$ 5,207,965.14**	**$ 863,897.07**	**$ 605,641.57**
Appropriations/Adjustments	(731,329.98)	(5,207,965.14)	(863,897.07)	(605,641.57)
Ending Fund Balance (as of 7/31/2012)	**$ -**	**$ -**	**$ -**	**$ -**

Road & Bridge- Deletion & Creation of Positions by Department

This report illustrates all deleted and created positions by department approved by Commissioners' Court for calendar year 2012.

Hidalgo County

Department Of Budget & Management

Road & Bridge

2012 Creation & Deletion of Positions

CREATIONS

Department	Slot No	Position Title	Salary	CC Approval Date
PCT. 4 RD MAINT	0069	DIRECTOR OF CONSTRUCTION	48,500.00	09/27/11
PCT. 4 RD MAINT	0071	PROGRAM MANAGER	58,888.00	09/27/11
PCT. 4 RD MAINT	0070	DIRECTOR OF OPERATIONS	68,825.00	09/27/11
PCT. 1 RD MAINT	0126	MAINTENANCE II	21,653.00	12/29/11
PCT. 1 RD MAINT	0127	MAINTENANCE II	21,653.00	12/29/11
PCT. 1 RD MAINT	0128	MAINTENANCE II	21,653.00	12/29/11
PCT. 3 RD MAINT	0084	TRUCK DRIVER III	32,000.00	12/29/11
PCT. 1 ADM	0017	ADMINISTRATIVE ASSISTANT III	35,157.00	01/10/12
PCT. 4 RD MAINT	0073	BUDGET ANALYST II	41,120.00	01/31/12
PCT. 2 RD MAINT	T081	HEAVY EQUIPMENT OPERATOR III	34,360.00	03/06/12
PCT. 2 RD MAINT	T082	HEAVY EQUIPMENT OPERATOR III	34,360.00	03/06/12
PCT. 2 RD MAINT	T083	MECHANIC I	23,385.00	03/06/12
CW MECH SHOP	T083	TRUCK DRIVER III	29,352.00	03/20/12
PCT. 3 RD MAINT	0087	CLERK III	28,000.00	04/10/12
PCT. 3 RD MAINT	0088	CLERK III	28,000.00	04/10/12
PCT. 3 DRAIN IMPRV PRJ	0019	TRUCK DRIVER III	32,000.00	04/10/12
PCT. 3 DRAIN IMPRV PRJ	0020	TRUCK DRIVER III	32,000.00	04/10/12
PCT. 3 RD MAINT	T089	OFFICE CLERK	18,720.00	07/03/12
PCT. 2 ADMINISTRATION	0014	PLANNING ANALYST I	37,109.00	07/17/12
PCT. 2 ADMINISTRATION	0015	ACCOUNTS PAYABLE SPECIALIST II	31,815.00	07/17/12
PCT. 2 RD MAINT	0084	ROAD CONSTRUCTION FOREMAN	46,747.00	07/17/12
PCT. 2 RD MAINT	0085	ROAD MAINTENANCE FOREMAN	46,747.00	07/17/12
PCT. 2 RD MAINT	0086	HEAVY EQUIPMENT OPERATOR IV/EXCAVAT	40,078.00	07/17/12
PCT. 2 RD MAINT	0087	CONSTRUCTION INSPECTOR	40,078.00	07/17/12
PCT. 2 RD MAINT	0088	ENGINEERING TECHNICIAN IV	40,078.00	07/17/12
PCT. 4 RD MAINT	0074	CLERK IV	29,458.00	07/17/12
Total:	**26**		**921,736.00**	

DELETIONS

Department	Slot No	Position Title	Salary	CC Approval Date
PCT. 1 RD MAINT	0042	MAINTENANCE III	(27,562.00)	12/29/11
PCT. 1 RD MAINT	0048	TRUCK DRIVER III	(26,000.00)	12/29/11
PCT. 1 RD MAINT	0073	MAINTENANCE III	(33,600.00)	12/29/11
PCT. 1 RD MAINT	0099	CLERK I	(21,164.00)	12/29/11
PCT. 3 DRAIN IMPRV PRJ	0013	PIPE LAYER/ FITTER	(27,000.00)	12/29/11
PCT. 3 RD MAINT	0025	HEAVY EQUIPMENT OPERATOR III	(29,852.00)	12/29/11
PCT. 4 RD MAINT	0071	PROGRAM MANAGER	(58,888.00)	12/29/11
PCT. 4 DRAIN IMPRV PRJ	0033	SAFETY SPECIALIST	(36,060.00)	01/31/12
PCT. 3 RD MAINT	0044	TRUCK DRIVER I	(28,000.00)	04/10/12

Hidalgo County

Department Of Budget & Management

Road & Bridge

2012 Creation & Deletion of Positions

CREATIONS

Department	Slot No	Position Title	Salary	CC Approval Date
PCT. 3 RD MAINT	0057	MAINTENANCE I	(28,000.00)	04/10/12
PCT. 3 RD MAINT	0076	TRUCK DRIVER III	(28,000.00)	04/10/12
PCT. 3 DRAIN IMPRV PRJ	0011	LABORER - DRAINAGE/ CONSTRUCTION	(24,880.00)	04/10/12
PCT. 2 PARKS	0001	FOREMAN	(32,568.00)	07/03/12
PCT. 2 PARKS	0002	COMMUNITY RESOURCE CENTER COORDIN/	(31,771.00)	07/03/12
PCT. 2 CRC	0004	COMMUNITY OUTREACH WORKER PROMOT(	(10,258.00)	07/03/12
PCT. 2 CRC	0005	COMMUNITY OUTREACH WORKER PROMOT(	(10,258.00)	07/03/12
PCT. 2 ADMINISTRATION	0003	SPECIAL PROJECTS/ PROGRAM MANAGER	(51,870.00)	07/17/12
PCT. 2 ADMINISTRATION	0004	RESEARCH AND DEVELOPMENT DIRECTOR	(49,039.00)	07/17/12
PCT. 2 ADMINISTRATION	0006	H.R. COORDINATOR	(43,680.00)	07/17/12
PCT. 2 ADMINISTRATION	0012	OFFICE CLERK	(18,564.00)	07/17/12
PCT. 2 RD MAINT	0010	HEAVY EQUIPMENT OPERATOR III	(35,548.00)	07/17/12
PCT. 2 RD MAINT	0013	HEAVY EQUIPMENT OPERATOR III	(34,670.00)	07/17/12
PCT. 2 RD MAINT	0017	MECHANIC II	(30,195.00)	07/17/12
PCT. 2 RD MAINT	0025	HEAVY EQUIPMENT OPERATOR II	(28,356.00)	07/17/12
PCT. 2 RD MAINT	0031	HEAVY EQUIPMENT OPERATOR II	(26,828.00)	07/17/12
PCT. 2 RD MAINT	0036	MAINTENANCE II	(24,840.00)	07/17/12
PCT. 2 RD MAINT	0039	MAINTENANCE I	(23,753.00)	07/17/12
PCT. 2 RD MAINT	0056	TIRE REPAIR	(23,840.00)	07/17/12
PCT. 2 RD MAINT	0062	HEAVY EQUIPMENT OPERATOR III	(34,670.00)	07/17/12
PCT. 2 RD MAINT	0063	HEAVY EQUIPMENT OPERATOR II	(26,828.00)	07/17/12
PCT. 2 RD MAINT	0066	HEAVY EQUIPMENT OPERATOR I	(24,360.00)	07/17/12
PCT. 2 RD MAINT	0067	HEAVY EQUIPMENT OPERATOR I	(24,360.00)	07/17/12
PCT. 2 RD MAINT	0069	TRUCK DRIVER II	(26,059.00)	07/17/12
PCT. 2 RD MAINT	0070	TRUCK DRIVER II	(26,059.00)	07/17/12
PCT. 2 RD MAINT	0074	MAINTENANCE I	(22,703.00)	07/17/12
PCT. 2 RD MAINT	0075	SURVEYOR TECHNICIAN	(36,750.00)	07/17/12
PCT. 2 RD MAINT	0076	SURVEYOR TECHNICIAN	(36,750.00)	07/17/12
PCT. 2 RD MAINT	0077	HEAVY EQUIPMENT OPERATOR III	(34,670.00)	07/17/12
Total:	**38**		**(1,138,253.00)**	
Grand Total:	**-12**		**$ (216,517.00)**	

Road & Bridge-Vacancy Report

This report illustrates Road & Bridge vacant positions as of July 31, 2012.

Hidalgo County

Department of Budget & Management

Road & Bridge Vacancy Report

As of July 31, 2012

Department Name	Position Title	Budgeted Salary	Comp %
PCT 1 ADMINISTRATION	ACCOUNTANT III	$50,000.00	100.00%
PCT 1 ROAD MAINTENANCE	MAINTENANCE III	$31,190.00	100.00%
PCT 1 ROAD MAINTENANCE	MAINTENANCE II	$29,852.00	100.00%
PCT 1 ROAD MAINTENANCE	TRUCK DRIVER III	$23,985.00	100.00%
PCT 1 ROAD MAINTENANCE	MAINTENANCE II	$21,653.00	100.00%
COUNTYWIDE MECHANIC SHOP	MECHANIC III	$31,195.00	100.00%
PCT 2 ADMINISTRATION	PLANNING ANALYST I	$37,109.00	100.00%
PCT 2 ADMINISTRATION	ACCOUNTS PAYABLE SPECIALIST II	$31,815.00	100.00%
PCT 2 ADMINISTRATION	EXECUTIVE ASSISTANT	$45,585.00	66.79%
PCT 2 ROAD MAINTENANCE	MECHANIC I	$28,500.00	100.00%
PCT 2 ROAD MAINTENANCE	ROAD CONSTRUCTION FOREMAN	$46,747.00	100.00%
PCT 2 ROAD MAINTENANCE	ROAD MAINTENANCE FOREMAN	$46,747.00	100.00%
PCT 2 ROAD MAINTENANCE	MAINTENANCE I	$22,703.00	100.00%
PCT 2 ROAD MAINTENANCE	ASSISTANT FIELD OPERATIONS DIRECTOR	$39,578.00	100.00%
PCT 2 ROAD MAINTENANCE	HEAVY EQUIPMENT OPERATOR IV/ EXCAVATOR	$40,078.00	100.00%
PCT 2 ROAD MAINTENANCE	MAINTENANCE I	$22,984.00	100.00%
PCT 2 ROAD MAINTENANCE	CONSTRUCTION INSPECTOR	$40,078.00	100.00%
PCT 2 ROAD MAINTENANCE	ENGINEERING TECHNICIAN IV	$40,078.00	100.00%
PCT 2 ROAD MAINTENANCE	TRAFFIC SAFETY SPECIALIST I	$22,345.00	100.00%
PCT 2 ROAD MAINTENANCE	HEAVY EQUIPMENT OPERATOR II	$30,384.00	100.00%
PCT 2 ROAD MAINTENANCE	TRUCK DRIVER III	$28,535.00	100.00%
PCT 2 ROAD MAINTENANCE	TRF SA/SPC III	$26,991.00	100.00%
PCT 2 ROAD MAINTENANCE	TRUCK DRIVER II	$26,059.00	100.00%
PCT 2 ROAD MAINTENANCE	MAINTENANCE I	$22,703.00	100.00%
PCT 2 ROAD MAINTENANCE	MAINTENANCE I	$23,753.00	100.00%
PCT 2 ROAD MAINTENANCE	MAINTENANCE I	$22,984.00	100.00%
PCT 3 ROAD MAINTENANCE	CLERK III	$28,000.00	100.00%
PCT 3 ROAD MAINTENANCE	HEAVY EQUIPMENT OPERATOR I	$28,000.00	100.00%
PCT 3 ROAD MAINTENANCE	TRUCK DRIVER I	$28,000.00	100.00%
PCT 3 ROAD MAINTENANCE	HEAVY EQUIPMENT OPERATOR II	$28,000.00	100.00%
PCT 3 ROAD MAINTENANCE	MAINTENANCE I	$28,000.00	100.00%
PCT 3 ROAD MAINTENANCE	TRUCK DRIVER III	$28,000.00	100.00%
PCT 3 ROAD MAINTENANCE	MAINTENANCE II	$32,000.00	100.00%
PCT 3 ROAD MAINTENANCE	HEAVY EQUIPMENT OPERATOR I	$28,000.00	100.00%
PCT 4 ROAD MAINTENANCE	CLERK IV	$29,458.00	100.00%
	Total Salaries:	**$1,091,089.00**	

Total No. of Vacant Positions: **34**

AI-33824 **Budget and Management 17. B.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: IT **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2013 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.

2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.

3. Approval of of appropriation of funds for the Texas VINE Program in the amount of $29,174.00.

4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2012 to August 31, 2013 in the amount of $29,174.00 and authorization for County Judge to sign the required documents.

BACKGROUND

OAG Contract No. 1336924

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 2-1283-415-00-200-005-3-336

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $29,174.00 for the Texas Vine Program for FY 2013 (9-1-2012 to 8-31-2013)

Revenue acct #2-1283-334-10-200-005-3-000 "Texas Vine Program Revenue".

Attachments

OAG contract

Appropriation

Appriss - Service Agreement renewal R-09

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/23/2012 04:27 PM
Budget & Management	Merlen P. Munoz	08/24/2012 08:39 AM
Erika Zamora	Erika Zamora	08/30/2012 10:10 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM
Form Started By: Manuel Chapa		Started On: 08/21/2012

Final Approval Date: 08/31/2012

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY

OAG Contract No. 1336924

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Hidalgo County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties and other entities in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG make grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011. The OAG exercised its option to extend and extended the term until August 31, 2012. In July 2012, the OAG extended the term again until August 31, 2013; however, that extension modified the existing pricing model and methodology in reimbursing entities for eligible expenses. The Vendor Certification includes a "Detail of Services", containing a detailed description of services to be provided by the Certified Vendor as well as the Pricing Model, as modified, all comprising the "Vendor Certification Documents." The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on September 1, 2012, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2013.

2.2 Option to Extend Term. This contract may be extended for an additional term by a written amendment executed with the same formalities as this contract. Extending the term does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor. GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Data Extract. To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.6 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the

Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization; Changes in Authorized Official, Grant Contact and Project Financial Officer. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to this contract.

GRANTEE shall name an Authorized Official, Grant Contact and Project Financial Officer**.** GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact or the Project Financial Officer.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems

that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness; allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.6. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2013, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – "timely" means on or before May 31, 2013; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Submission of Requests for Reimbursement to the OAG. THE GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO THE TERMS OF THE OAG'S NOTICE OF "SECOND EXTENSION OF VENDOR CERTIFICATION" DATED JUNE 20, 2012.

4.3.6 THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

4.3.6.1 GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. **GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.**

4.3.6.2 Any contractual rights, duties or liabilities between the Certified Vendor and the

GRANTEE, (that exist under a "Services Agreement" or other contract between Certified Vendor and the GRANTEE), are not intended to be affected or changed by this contract between the OAG and GRANTEE.

4.3.6.3 The Certified Vendor will send its "Service Agreement Renewal Notice" and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2012. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.

4.3.6.4 GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of the next month following the end of each quarter. The quarters for FY2013 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

4.3.6.5 The OAG will reimburse the Certified Vendor for the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

4.3.6.6 The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

4.3.6.7 The OAG will process payments to the Certified Vendor each quarter during FY2013 for invoices received from the GRANTEE that also include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

4.3.6.8 If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will initiate an additional payment to Certified Vendor after the required documentation is received by the OAG. For these late submissions, the OAG will process a payment for the documents received by the 5th of each additional month. The payment will be generated no later than the 30th day after the 5th day of the month.

4.3.6.9 If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of each quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be

responsible for collection efforts on behalf of the Certified Vendor.

4.3.7 Close-Out Invoice. GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.8 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.9 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG in this contract is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or

liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4; Section 7; Section 11; and Section 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all

contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov.

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and equipment inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General

Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state

laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract; and if any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If

GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas.

This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, Including All Exhibits. This contract, including all exhibits reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Any exhibit mentioned in this contract that is attached is incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**HIDALGO COUNTY**
_____	_____
Attorney General or designee	**Authorized Official**
_____	_____
Printed Name	**Printed Name**

EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HIDALGO COUNTY**

OAG Contract No. 1336924

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	$25,016	$4,158	12	$29,174

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

EXHIBIT B

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HIDALGO COUNTY

OAG Contract No. 1336924

OAG CERTIFICATIONS AND ASSURANCES

A. The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14; Promulgated by the Office of the Governor, State of Texas, Establish the following assurances applicable to recipients of state grant funds:

(1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution**.**

(4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments**.**

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (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 and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, 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 the 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.

(10) GRANTEE, as applicable, will comply, 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.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable**.**

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been

identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, 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 seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).

(17) GRANTEE, as applicable, 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.

(18) GRANTEE, as applicable, 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.).

(19) GRANTEE, as applicable, 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.

(20) GRANTEE, as applicable, 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 residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

DATE: August 22, 2012

2012
Appropriation

AI# 33824

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for IT (1283)

ACCOUNT NUMBER: 2-1283-415-00-200-005-3-336

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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
2-1283-415-00-200-005-3-336	TEXAS VINE PROGRAM - COMPUTER SERVICES	29,174.00
2-1283-334-10-200-005-3-000	TEXAS VINE PROGRAM REVENUE	29,174.00
TOTAL BUDGET INCREASE (DECREASE)		$ 29,174.00

REASON: Budget Amendment to appropriate funds from the Texas Vine Annual Maintenance Grant contract, fiscal year 2013 (Sept. 1, 2012 - Aug. 31, 2013).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Exhibit R-09 Maintenance Renewal
Automated Victim Notification Services
Hidalgo County

Appriss®
10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-09 Schedule of Payments** shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.6 of the Grant Contract.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2013.

Jail Maintenance Amount	District Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (3 months)	# of Months Through 8/31/13	Total Maintenance Amount Due
$25,016	$4,158	$29,174	$7,293	12 Months	$29,174

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" [1] include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

R-09 Service Agreement Renewal Notice

Appriss®
10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE:	August 13, 2012
CUSTOMER NAME:	Hidalgo County
LOCATION:	100 East Cano, 2nd Floor Edinburg, TX 78539
PROJECT TYPE:	Hidalgo County VINE Service
ORIGINAL SERVICE AGREEMENT DATE:	September 27, 2004
SERVICE AGREEMENT RENEWAL DATE:	September 1, 2012
SERVICE AGREEMENT RENEWAL TERM:	12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE:	**August 31, 2013**
PROJECT PRICING:	$29,174 (Quarterly Amount $7,293)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Renewal Notice includes a 5% decrease in the annual maintenance for FY 2013 statewide as described in section 4.3.6 of the Grant Contract from the Office of the Attorney General. The reimbursement process has also changed and the Office of the Attorney General will now reimburse Appriss on your behalf assuming the appropriate documentation is completed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-09 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Thomas R Seigle — 08/13/2012
Signature **Date**

Thomas R. Seigle
President
Public Safety Group

CUSTOMER BY:

_____
Signature **Date**

_____
Title **Name**

AI-33804 **Budget and Management 17. C. 1.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Pct #4 - Drainage Impr. Proj. **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Drainage Improvement Project (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

b. Approval of 2012 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $34,278.30 (Labor Reimbursements - June 2012).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-036-0-XXX

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

BUDGETARY IMPACT:

Approval of 2012 appropriation of funds in the amount of $34,278.30 into Pct #4 Drainage Improvement Project (Labor Reimbursements - June 2012)

Revenue account# 2-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

Appropriation (2)
Certification of Revenues

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/20/2012 04:11 PM
Budget & Management	Merlen P. Munoz	08/20/2012 04:46 PM
Perla Lopez	Perla Lopez	08/29/2012 01:10 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Manuel Chapa Started On: 08/20/2012

Final Approval Date: 08/31/2012

DATE: August 17, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for - Pct# 4 Drainage Improvement Project

ACCOUNT NUMBER: 2-1200-431-00-124-036-0-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

2012
Appropriation

AI# 33804

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
2-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj	Reg F/T Employees	24,658.86
2-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj	Health Insurance	2,991.79
2-1200-431-00-124-036-0-212	Pct 4 Drain Imprv Prj	Life Insurance	15.64
2-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj	FICA	2,046.58
2-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj	Retirement	2,709.25
2-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj	Unemployment Comp	1,856.18
2-1200-360-00-124-002-0-000	R&B Pct 4 - Misc Drain Reimb - Revenues		34,278.30
		TOTAL BUDGET INCREASE (DECREASE)	$ -

REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements **June** 2012 (PP# 11,12&13)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 21, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the Drainage Improvement labor reimbursements for Pct. 4 in amount of $34,278.30. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/24/12
Date

THE COUNTY OF HIDALGO

AI-33825 **Budget and Management 17. C. 2.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Comm. Joseph Palacios **Submitted By:** Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct #4 R&B (1200):

a. Approval of Certification of Revenues as certified by the County Auditor for Paving Revenues.

b. Approval of 2012 appropriation of funds into Precinct #4 Rd. Maint. (program 007) in the total amount of $50,541.10 (Escrow monies for the Lantana Acres No. 7 "Mile 22 1/2 & Engelman Gardens Rd." street improvement project)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Approval of 2012 appropriation of funds into Precinct #4 Rd. Maint. (program 007) in the total amount of $50,541.10 (Escrow monies for the Lantan Acres No. 7 "Mile 22 1/2 & Engelman Gardens Rd." street improvement project)

Revenue account# 2-1200-341-30-124-001-0-000 1/3 Paving Revenue.

Attachments

cor

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 03:28 PM
Manuel Chapa	Manuel Chapa	08/23/2012 04:54 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Veronica Lopez Started On: 08/21/2012 02:26 PM

Final Approval Date: 08/31/2012

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

August 21, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the 1/3 paving escrow reimbursements for Pct. 4 in amount of $50,541.10. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/24/12
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.

DATE: August 22, 2012

2012
Appropriation

DEPARTMENT HEAD: Joseph Palacios, Commissioner Pct. 4

DEPARTMENT NAME: Pct# 4 - Rd Maintenance

AI# 33825

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-XXX

Contact Person: Rumaldo Munoz Jr **Ph#:** (956) 383-3112 Ext. 4002

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1200-431-00-124-007-0-731	Pct 4 Rd Maint. - Roads	50,541.10
	Total Appropriation	**50,541.10**
2-1200-341-30-124-001-0-000	Pct 4 Rd. Maint - 1/3 Paving Revenue	50,541.10
	Total Revenue	**50,541.10**
	TOTAL BUDGET INCREASE (DECREASE)	**$ -**

REASON: To appropriate funding for Pct 4 Rd. Maint. to cover precinct day to day expenses (Escrow monies for the Lantan Acres No. 7 "Mile 22 1/2 & Engelman Gardens Rd." street improvement project).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-33996 **17. C. 3.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Adult Probation Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: ADULT PROBATION

Information

CAPTION

Adult Probation - Drug Court (1100):
Approval of 2012 appropriation from unreserved funds for the Drug Court in the amount of $1,000.00.

BACKGROUND

Monies are to be unreserved by Auditor's office from acct #2-1100-250-10-000-011-0-000 "Reserved F/B-Drug Court Cost Fees".

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-00-320-014-0-XXX

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

BUDGETARY IMPACT:

Monies are to be unreserved by Auditor's office from acct #2-1100-250-10-000-011-0-000 "Reserved F/B-Drug Court Cost Fees".

Appropriation of funds in the amount of $1,000.00 for Drug Court, available as of 08/31/2012.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 10:19 AM
Ivan Cantu	Ivan Cantu	08/31/2012 10:24 AM
Auditor's Office	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Sylvia Solis Started On: 08/31/2012 09:24 AM

Final Approval Date: 08/31/2012

DATE: August 31, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Adult Probation - Drug Court

ACCOUNT NUMBER: 2-1100-423-00-320-014-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

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
2-1100-423-00-320-014-0-211	Drug Court -	Health Insurance	700.00
2-1100-423-00-320-014-0-212	Drug Court -	Life Insurance	20.00
2-1100-423-00-320-014-0-230	Drug Court -	Retirement	280.00
		TOTAL BUDGET INCREASE (DECREASE)	**1,000.00**

REASON: To appropriate funding to cover unanticipated fringe benefit expenditures for the remainder of the year.
Note: Monies are to be unreserved from acct #2-1100-250-10-000-011-0-000 "RESERVED F/B-DRUG COURT COST FEES"

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-33830 **Purchasing Department 18. A. 3.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Recommending action to reject bids received for:"Hidalgo County- Security Guard Services" Bid No. 2013-046-06-13-SMA as per requesting department directive (Hidalgo County Constable Pct. 4) and re-evaluating the project.

BACKGROUND

Authority to re-advertise was previously approved on AI#32145 CC- 05/22/12

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal/ budgetary impact.

Attachments

Memo-depts recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/29/2012 09:28 AM
Budget & Management	Merlen P. Munoz	08/29/2012 09:52 AM
Rosalinda Cantu	Rosie Cantu	08/30/2012 02:57 PM
Auditor's Office	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Sandra Montalvo Started On: 08/21/2012 04:03 PM

Final Approval Date: 08/31/2012

CONSTABLE PRECINCT 4

J. E. "EDDIE" GUERRA

MEMORANDUM

FROM: Joel Rivera, Chief Deputy
Hidalgo County Precinct 4

TO: Martha Salazar
Hidalgo County Purchasing

SUBJECT: RECOMMENDATION FOR BID NO.:2012-046-06-13-SMA-HIDALGO COUNTY- "SECURITY GUARD SERVICES"

DATE: THURSDAY, AUGUST 16, 2012

cc: J.E. "Eddie" Guerra, Constable
Hidalgo Co. Constable Pct. 4

After having a discussion with Constable Guerra on my recommendation previously made to your department concerning the award of the security contract, I was informed that on Tuesday, July 3, 2012, there was a discussion during open forum in which Commissioners discussed changes to the security services the county was seeking to contract. We are of the belief that it would be unfair to all parties involved (i.e., the County and the vendors) to award a contract that may have drastic changes. As such I am respectfully requesting we reject all bids to give us the necessary time to re-evaluate to project.

Office: (956) 383-8560 • Fax: (956) 383-8565 • 2814 S. Highway 281 • Edinburg, Texas 78539

AI-33976 **Purchasing Department 18. A. 4.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Pursuant to Article 14 of the current agreement-C-11-291-01-24, Halff Associates is requesting approval to engage the services of sub-contractors/consultants (Raba Kistner Consultants, Inc., Dannenbaum and Anthony Covacevich) with adherence to insurance provisions required by said article;

b. Acceptance and approval of **Work Authorization No. 1** (with estimated cost proposal of **$**_____) as submitted by Halff Associates, Inc. for **Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse),** in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4".

c. Requesting acceptance and approval of **Supplemental Agreement No. 1 to Work Authorization No. 2** submitted by **HALFF ASSOCIATES, INC.,** in the **(amount of $ 9,100.00, with revised total cost amount $ 142,080.00)** for the purposes of "engineering services" on the ongoing **Project: (LIFE SAFETY PROJECT AT THE COURTHOUSE)** in connection to agreement# C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

BACKGROUND

Work Authorization #1-Halff Associates, Inc. **(Project: Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse)** in connection to Contract #C-11-291-01-24

Letter (s) from Halff (Subconsultants Raba Kistner, Dannenbaum and Anthony Covacevich)

Supplemental Agreement #1 to Work Authorization #2 submitted by Halff Assoc Inc for (Project: Life Safety at HC Courthouse) in connection to Contract #C-10-340-10-19

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-048-0-720

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

BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 1-1342-412-00-220-010-0-452

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

BUDGETARY IMPACT:

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Letty Saenz Started On: 08/30/2012 11:24 AM

Final Approval Date: 08/31/2012

AI-33998 **Purchasing Department 18. B. 1.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Valde Guerra **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to increase PO #679285 in the amount of $45,259.00 for proposed changes to the 3 Courtroom Modular. Proposed changes are to comply with ADA requiements and revised changes in order to accomodate staff, public areas, as outlined on attachment. Project #12-204-OGG

BACKGROUND

Transfer for proposed funds have been appropriated under AI-33986; as identified by Mr. Dale Kennan.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-048-0-720

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

BUDGETARY IMPACT:

Proposed acct. #2-1342-419-40-220-048-0-720 has been appropriated for proposed Modular Buildings (AI 33986).

Attachments

12-204

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/31/2012 01:16 PM
Budget & Management	Merlen P. Munoz	08/31/2012 01:24 PM
Olga Garza	Olga Garza	08/31/2012 02:25 PM
Auditor's Office	Angela Garcia	08/31/2012 04:02 PM

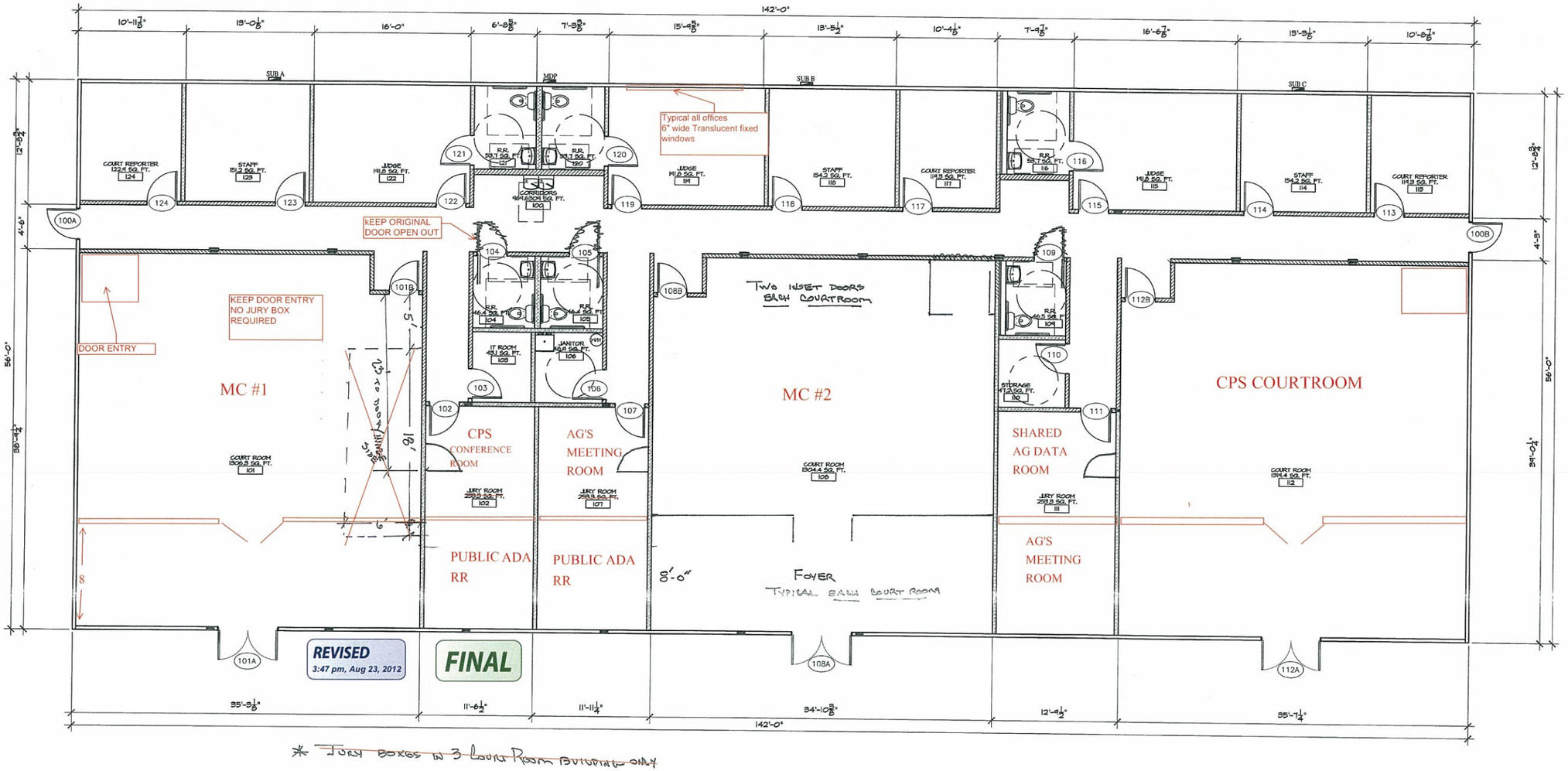
Form Started By: Oscar Garza Started On: 08/31/2012 09:54 AM

Final Approval Date: 08/31/2012

FLOOR PLAN LEGEND

SYMBOL	DESCRIPTION
	WALL (INTERIOR FULL HEIGHT WALL), 4-5/8" THICK UNLESS NOTED OTHERWISE, NOTES: 1. 2 X 6 @ 24" WITH SINGLE BOTTOM PLATE AND DOUBLE TOP PLATES. 2. SOUND INSULATED - R-11 UNFACED INSULATION
	WALL (1 HOUR FIRE RATED), 4-5/8" THICK UNLESS NOTED OTHERWISE 1. 2 X 6 @ 24" WITH SINGLE BOTTOM PLATE AND DOUBLE TOP PLATES. 2. SOUND INSULATED - R-11 UNFACED INSULATION TO CEILING 3. STAGGER STUDS (ONLY ON BATHER SIDE) 4. FIRE CAULK ALL PENETRATIONS.
XXX	DOOR SYMBOL - FOR SCHEDULE SEE SHEET A1
A	SHEAR WALL- SEE COVER SHEET FOR CONSTRUCTION.
A2	ELEVATION MARK- SEE SHEET A2 OH - OPPOSITE HAND SIM - SIMILAR
A3	SECTION MARK - SEE SHEET A3

NOTES:
1. STANDARD LEGEND - ALL SYMBOLS MAY NOT BE USED
2. ALL DIMENSIONS SHOWN ARE FROM FACE OF FINISH, EXCEPT AT EXTERIOR WALLS. EXTERIOR WALLS ARE DIMENSIONED FROM OUTSIDE EDGE OF WALL FRAMING TO FINISHED FACE.



* Junk boxes in 3 Court Room Buildings only

1 FLOOR PLAN
SCALE: 3/16" = 1'-0"

MARK	PLAN REVISIONS
1	•
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5	•
6	•

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THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CUSTOMER REVIEW AND MARK-UP UNDER THE AUTHORITY OF DIANE P. CORRIGAN, P.E. #88,466 ON

20-Aug-12

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

RAMTECH Building Systems, Inc.
1402 U.S. HWY. 287 SOUTH
MANSFIELD, TEXAS 76063

PROJECT: HIDALGO COUNTY THREE COURT ROOM BLDG 142'-0" X 56'-0" MODULAR OFFICE
LOCATION: EDINBURG, TEXAS

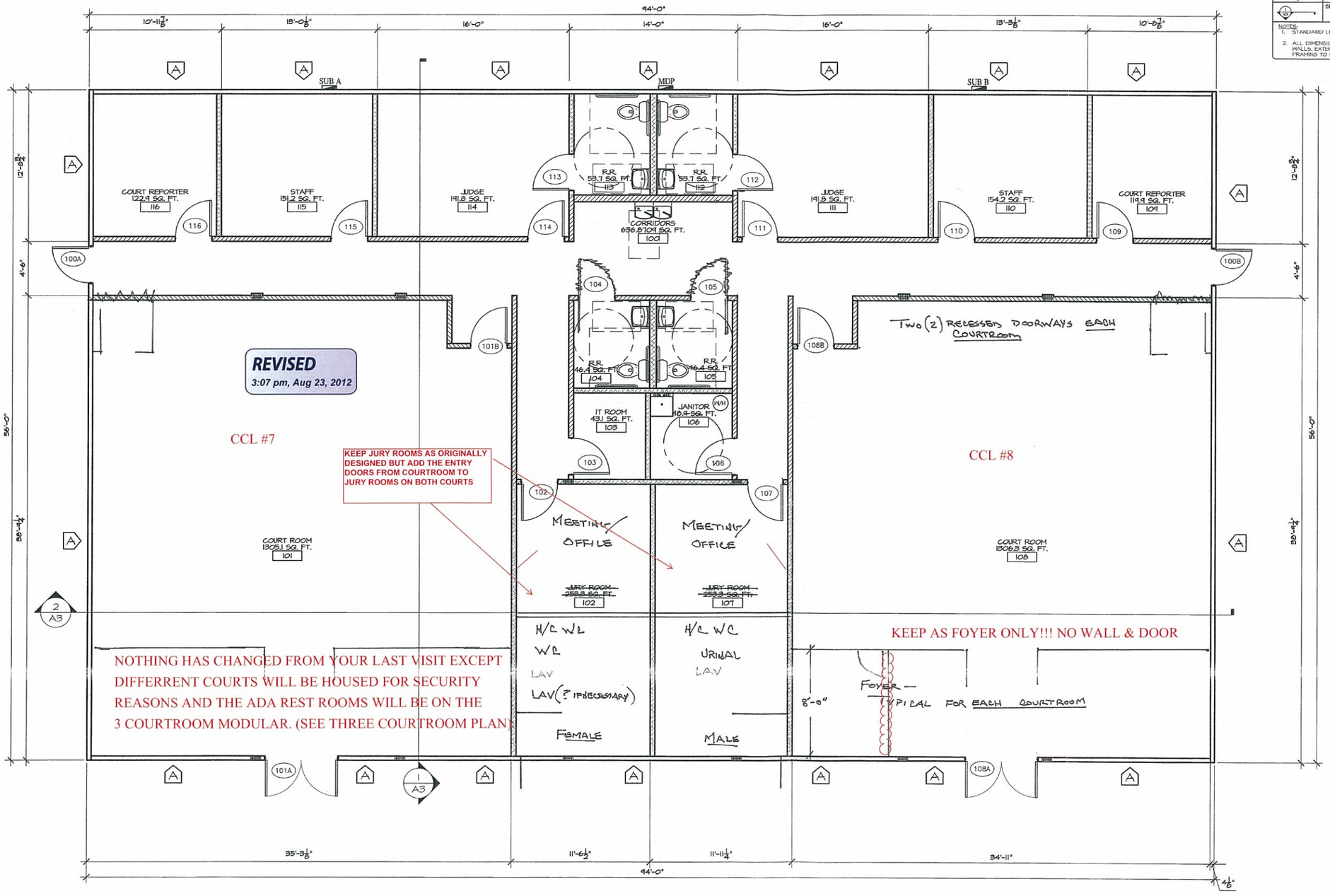
PROJECT NUMBER: 120804
DATE: 8/20/12
DRAWN BY: LH
SHEET NO. A1 —.02

20-Aug-12,BASE-3COURT.dwg

FLOOR PLAN LEGEND

SYMBOL	DESCRIPTION
	WALL (INTERIOR FULL HEIGHT WALL): 4-5/8" THICK UNLESS NOTED OTHERWISE NOTES: 1. #2 SYP OR SPF WITH SINGLE BOTTOM PLATE AND DOUBLE TOP PLATE. 2. 5/8"GYP. BD. EACH SIDE - R-13 INFUSED INSULATION
	WALL ((1) HOUR FIRE RATED): 4-5/8" THICK UNLESS NOTED OTHERWISE NOTES: 1. #2 SYP OR SPF WITH SINGLE BOTTOM PLATE AND DOUBLE TOP PLATE. 2. 5/8"GYP. BD. EACH SIDE - R-13 INFUSED INSULATION TO CEILING 3. STAGGER STUDS AT JOINT ON EXTERIOR SIDE 4. FIRE CAULK ALL PENETRATIONS.
XXX	DOOR SYMBOL - FOR SCHEDULE SEE SHEET A1
A	SHEAR WALL- SEE COVER SHEET FOR CONSTRUCTION.
1 / A5	ELEVATION MARK; SEE SHEET A2 OPP. - OPPOSITE HAND SIM. - SIMILAR
1 / A5	SECTION MARK - SEE SHEET A3

NOTES:
1. STANDARD LEGEND - ALL SYMBOLS MAY NOT BE USED
2. ALL DIMENSIONS SHOWN ARE FROM FACE OF FINISH, EXCEPTAT EXTERIOR WALLS, EXTERIOR WALLS ARE DIMENSIONED FROM OUTSIDE EDGE OF WALL FRAMING TO FINISHED FACE.



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN REVISIONS

MARK	
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20-Aug-12

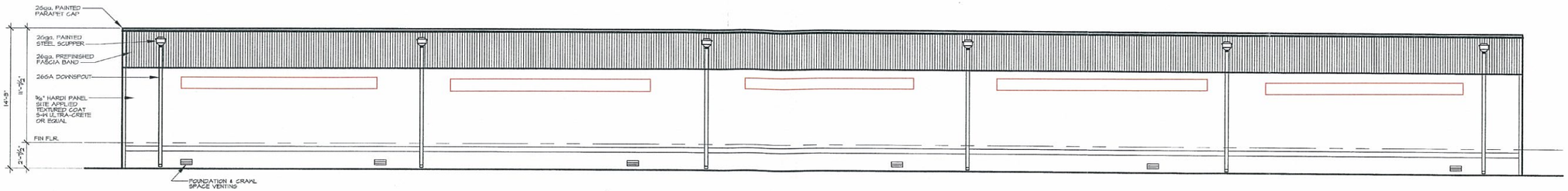
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RAMTECH Building Systems, Inc.
1402 U.S. HWY. 287 SOUTH
MANSFIELD, TEXAS 76063

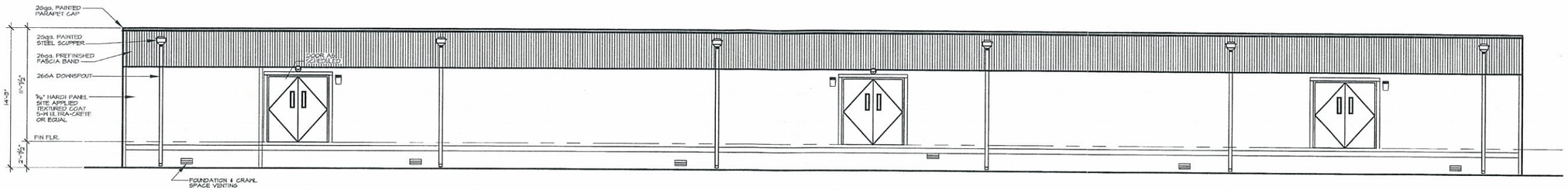
PROJECT: HIDALGO COUNTY TWO COURT ROOM BLDG 94'-0" X 56'-0" MODULAR OFFICE
LOCATION: EDINBURG, TEXAS

PROJECT NUMBER:
DATE: 8/20/12
DRAWN BY: LH
SHEET NO. A1
.02

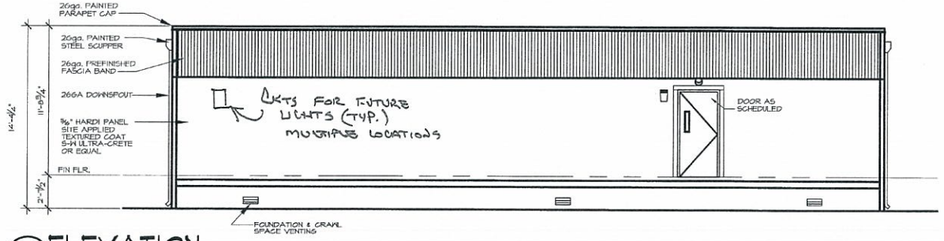
20-Aug-12,BASE-2COURT.dwg



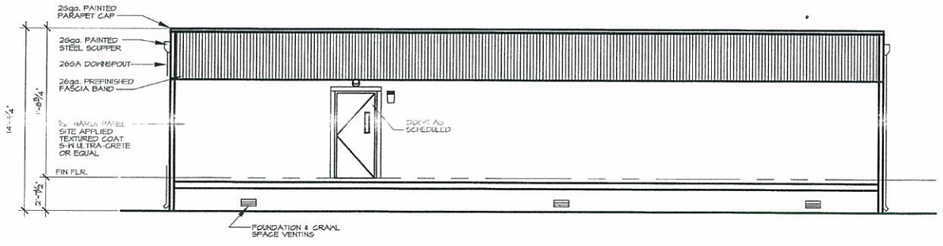
1 ELEVATION
SCALE: 3/16" = 1'-0"



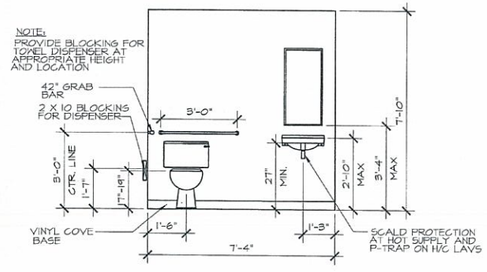
2 ELEVATION
SCALE: 3/16" = 1'-0"



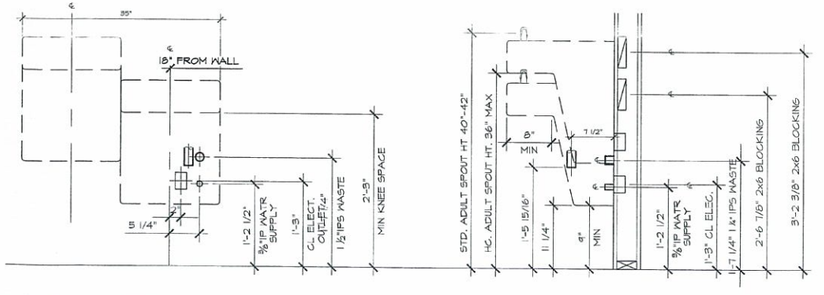
3 ELEVATION
SCALE: 3/16" = 1'-0"



4 ELEVATION
SCALE: 3/16" = 1'-0"



5 ELEVATION
SCALE: 3/8" = 1'-0"



6 ELEVATION
SCALE: 1" = 1'-0"

PLAN REVISIONS

MARK	
1	
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20-Aug-12

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

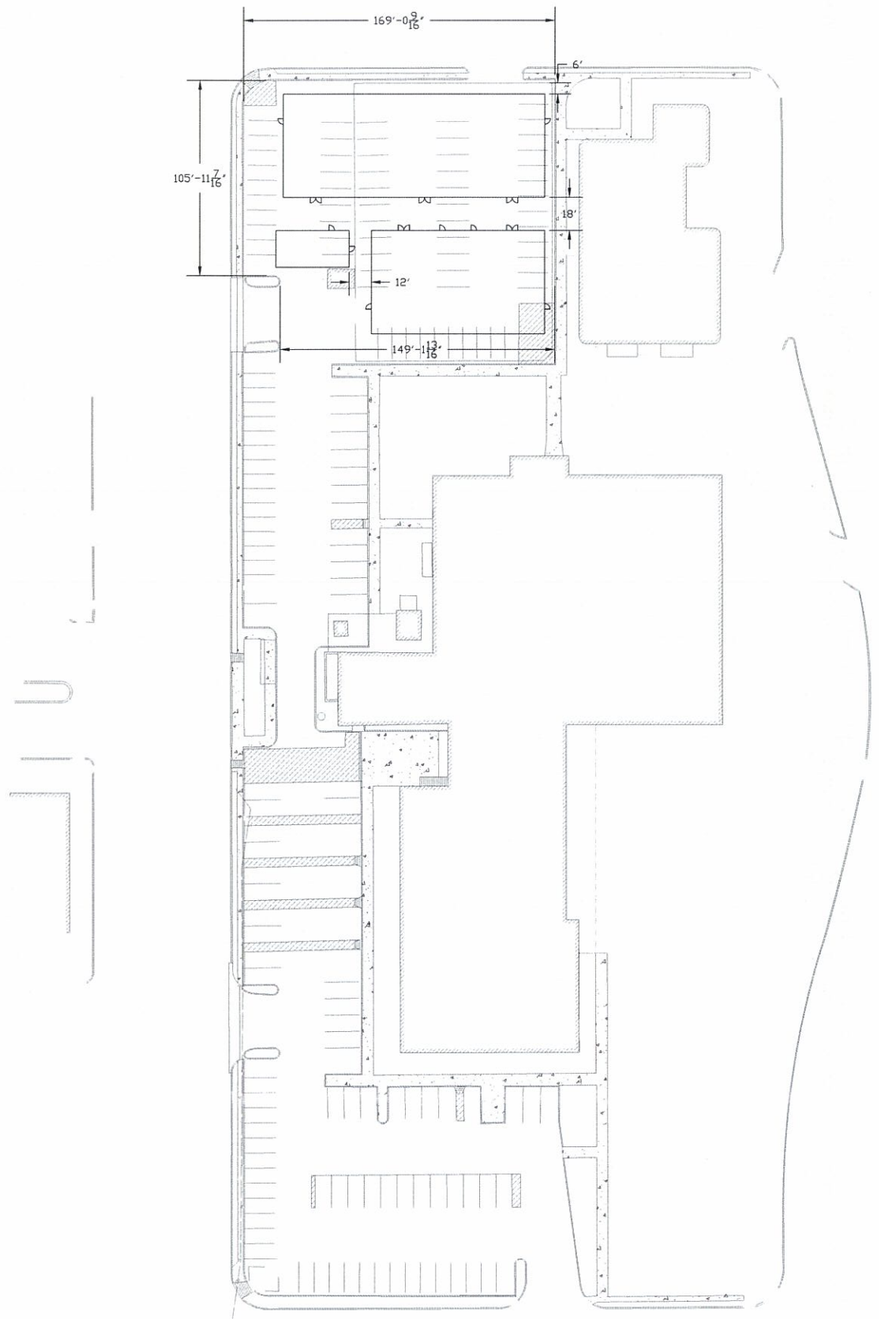
RAMTECH Building Systems, Inc.
1402 U.S. HWY. 287 SOUTH
MANSFIELD, TEXAS 76063

PROJECT: HIDALGO COUNTY THREE COURT ROOM BLDG 142'-0" X 56'-0" MODULAR OFFICE

LOCATION: EDINBURG, TEXAS

PROJECT NUMBER: 120804
DATE: 8/20/12
DRAWN BY: LH
SHEET NO. A2

20-Aug-12,BASE-3COURT.dwg —.08



01 SITE PLAN
SCALE: 1" = 40'-0"

PROJECT PROGRESS PRINT
NOT FOR CONSTRUCTION

HIDALGO COUNTY COURTHOUSE
MODULAR BUILDINGS &
PARKING LOT

Edinburg, Texas

HALFF
5000 WEST MILITARY, SUITE 100
HARLEN, TEXAS 78503
TEL: (956) 664-0282
FAX: (956) 664-0282

Revision No.	Date	Description

TBPE FIRM #F-312

Project No.:	XXXXX
Issued:	AUGUST 2012
Drawn By:	
Checked By:	
Scale:	AS NOTED

Sheet Title

Sheet Number

$DATE$ $TIME$ $USER$ $CLIENT$ $FILE$ $MODELNAME$ $PLTDRV$

AI-33616 **Purchasing Department 18. C. 1.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation and Recommendation by Prodigy Construction Management, LLC, through Alex Palacios, Principal/Project Manager of the "scoring grid" (attached herein) for the purposes of ranking by Commissioner's Court in connection to the: Construction of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4 (CSP No. 2012-056B-08-01-MSS);

b. Athority to negotiate with number (1) one ranked paticipant _____ for the purposes of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4.

BACKGROUND

Scoring Grid attached

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720

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

BUDGETARY IMPACT:

Program#	Available balance as of 8-31-12
075	$1,002,273.40
078	$ 61,463.85
079	$ 12,083.00

Attachments

Prodigys Evaluation Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/31/2012 08:32 AM
Budget & Management	Merlen P. Munoz	08/31/2012 01:23 PM
Manuel Chapa	Manuel Chapa	08/31/2012 01:52 PM
Auditor's Office	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Moises Salazar Started On: 08/07/2012

Final Approval Date: 08/31/2012

SCORING GRID TOTALS SUMMARY- BASE ONLY			
	PROPOSERS - TOTAL POINTS, AVERAGE AND RANKING		
PROPOSERS	TOTAL POINTS	AVERAGE	RANKING
D. Wilson Construction Co.	499.88	83.31	
DKIII Hornback Enterprises, LTD	413.00	68.83	
Donald D. Ferguson, Inc.	494.01	82.33	
E-CON Group, LLC	427.74	71.29	
Couric Enterprises, LLC dba Foremost Construction	415.18	69.20	
HighMark Construction Company, Inc.	492.52	82.09	
Holchemont, LTD	481.67	80.28	
Rigney Construction & Development, LLC	525.27	87.55	
O.G. Construction Company, Inc.	532.95	88.82	

AI-33979 **Purchasing Department 18. C. 2.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval to purchase One (1) New or Newer 2012/2013 Chevrolet 2500HD Silverado 4x4 Crewcab SWB PU through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-11) in the amount of $36,713.00 which includes a $600.00 HGAC administration fee and delivery for (Project #2012-216-OGG); or, if not approved,

b. Authority to advertise sealed procurement for the vehicles described above and herein, using the information detailed to finalize general and minimum specifications.

BACKGROUND

Acct. #2-1100-452-00-124-009-0-741 has been appropriated for proposed purchase of PU as approved by th Honorable Commissioner Joseph Palacios.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-452-00-124-009-0-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Funds for proposed Acct #2-1100-452-00-124-009-0-741 have been appropriated under Req. #00221201 in the amount of $36,713.00 for proposed purchase.

Attachments

12-216

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/31/2012 01:16 PM
Budget & Management	Merlen P. Munoz	08/31/2012 01:23 PM
Manuel Chapa	Manuel Chapa	08/31/2012 01:47 PM
Auditor's Office	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Oscar Garza Started On: 08/30/2012 01:54 PM

Final Approval Date: 08/31/2012

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: 8/15/12		
Department: Hidalgo County Precinct #4		
Name of Approving Elected Official/Department Head/Supervisor: Commissioner Joseph Palacios		
Point of Contact: Steven E. Cruz /Rumaldo Munoz Jr	Contact Phone Number: Contact Fax Number:	956-383-3112 956-381-5905 or 956-292-7063
Contact E-Mail steven.cruz@co.hidalgo.tx.us or rumaldo.munoz@co.hidalgo.tx.us		
Budget Account Number: 2-1100-452-00-124-009-0-741		
Signature of Approving Elected Official/Department Head/Supervisor: Joseph Palacios		
Estimated Date Goods/Services are required:		

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

2012 /2013 Chevrolet 2500Hd Silverado 4x4
(see attached worksheet for specs)

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-11	Date Prepared:	8/14/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY	**Contractor:**	CALDWELL COUNTRY CHEVROLET
Contact Person:	STEVEN CRUZ	**Prepared By:**	AVERYT KNAPP
Phone:	956-605-9966	**Phone:**	979-567-6116
Fax:		**Fax:**	979-567-0853
Email:	STEVEN.CRUZ@CO.HIDALGO.TX.US	**Email:**	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	**A44**	**Description:**	**2012 CHEVROLET 2500HD SILVERADO 4X4 CREWCAB SWB CK20743 (2013)**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 21,675.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FOUR WHEEL DRIVE 4X4	2955	LOCKING REAR AXLE DIFFERENTIAL G80	395
6.6L DURAMAX DIESEL LML	7195	INTEGRATED TRAILER BRAKE CTRL JL1	230
6-SPD ALLISON 1000 AUTOMATIC MW7	1200	SKID PLATE SHIELDS NZZ	150
AIR CONDITION	INCL	PWR WINDOWS, LOCKS & MIRRORS 5B5	593
AMFM-STEREO	INCL	KEYLESS ENTRY AU0	240
40-20-40 VINYL SEATS FRONT/REAR	INCL		
FULL RUBBER FLOOR	INCL	Subtotal From Additional Sheet(s):	
HD TRAILER TOW PACKAGE Z82	485	**Subtotal B:**	13443

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	995	FACTORY RUST PROTECTION 6YR/100,000 MILES	INCL
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	995

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 36113

Quantity Ordered:	1	X **Subtotal of A + B + C + D:**	36113	=	**Subtotal E:**	36113

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date: 90 DAYS APPX **H. Total Purchase Price (E+F+G):** 36713

QUOTE

From: "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>
Subject: FW: Hidalgo County-Pct 4 -2013 Chevrolet 2500HD Silverado 4x4 Crew Cab SWB (1x)
Date: 8/15/2012 9:38:11 AM

From: Averyt Knapp [mailto:aknapp@caldwellcountry.com]
Sent: Tuesday, August 14, 2012 5:11 PM
To: 'Steven Cruz'
Cc: 'Adrienne Gattis'
Subject: RE: Hidalgo County-Pct 4 -2013 Chevrolet 2500HD Silverado 4x4 Crew Cab SWB (1x)

Steven,

Attached is the 2013 Chevrolet 2500HD Silverado 4x4 Crew Cab short box quote. Please let us know if you need any other items.

Thanks,
Averyt

Averyt Knapp
aknapp@caldwellcountry.com
office 979-567-6116
fax 979-567-0853

From: Averyt Knapp [mailto:aknapp@caldwellcountry.com]
Sent: Tuesday, August 14, 2012 8:45 AM
To: 'Steven Cruz'
Cc: 'Adrienne Gattis'
Subject: Hidalgo County-Pct 4 -2013 Chevrolet 2500HD Silverado 4x4 Crew Cab SWB (1x)

Steven Cruz 956-605-9966

2013 Chevrolet 2500HD Silverado 4x4 Crew Cab SWB
Diesel
4x4
Locking differential
Skid plate
Tow package
PW & PM
Keyless entry
Vinyl seats

QUOTE

I will send the quote later today.

Averyt

Averyt Knapp
Caldwell Country Chevrolet
Fleet Manager
aknapp@caldwellcountry.com
office 979-567-6116
fax 979-567-0853

Requisition

Req # 00221201

PO #

Date: 08/15/12

Bill To: x
x

Vendor : 358185

CALDWELL COUNTRY CHEVROLET
P.O. BOX 27
CALDWELL TX 77836

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR. R.
956-383-3112

Contract No: HGAC VE11-11

Special Instructions:
PCT. REQ. #1224

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HGAC CONTRACT NO. VE11-11 DO NOT DUPLICATE ORDER		
1.00	EACH	PRODUCT CODE: A44 DESCRIPTION: 2012 CHEVROLET 2500 HD SILVERADO 4X4 CREWCAB SWB CK20743 (2013) A. PRODUCT ITEM BASE UNIT PRICE PER CONTRACTOR'S H-GAC CONTRACT: $21,675.00 B. PUBLISHED OPTIONS - ITEMIZED BELOW: FOUR WHEEL DRIVE 4X4 @ $2,955.00 6.6DL DURAMAX DIESEL LML @ $7,195.00 6-SPD ALLISON 1000 AUTOMATIC MW7 @ $1,200.00 AIR CONDITION: INCLUDED AMFM - STEREO: INCLUDED 40-20-40 VINYL SEATS FRONT/REAR: INCLUDED FULL RUBBER FLOOR: INCLUDED HD TRAILER TOW PACKAGE Z82: $485.00 LOCKING REAR AXLE DIFFERENTIAL G80: $395.00 INTERGRATED TRAILER BRAKE CTRL JL 1: @ $230.00 SKID PLATE SHIELDS NZZ @ $150.00 PWR WINDOW, LOCKS & MIRRORS 5B5 @ $593.00 KEYLESS ENTRY AUO @ $240.00 SUBTOTAL B: $13,443.00 C. UNPLUBLISHED OPTIONS: NONE D. OTHER COST ITEMS NOT ITEMIZED ABOVE: DELIVERY @ $995.00 EXTEERIOR COLOR WHITE: INCLUDED FACTORY RUST PROTECTION 6YR/100,000 MILES: INCLUDED SUBTOTAL D: $995.00 E. TOTAL COST BEFORE ANY APPLICALBE TRADE-IN / OTHER ALLOWANCES / DISCOUNTS (A+B+C+D:) = $36,113.00 SUBTOTAL E: $36,113.00 F. H-GAC FEE CALCULATION (FROM CURRENT FEE TABLES) $600.00 G. TRADE - INS / OTHER ALLOWANCES / SPECIAL DISCOUNTS: NONE SUBTOTAL G: $0.00 DELIVERY DATE: 90 DAYS APPX	36,713.00	36,713.00

Authorized By: _____

Requisition

Req # 00221201

PO #

Date: 08/15/12

Bill To: x
x

Vendor : 358185

CALDWELL COUNTRY CHEVROLET
P.O. BOX 27
CALDWELL TX 77836

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		H. TOTAL PURCHASE PRICE (E+F+G): $36,713.00		
		Account No	Encumbrance	
		2-1100-452-00-124-009-0-741	36,713.00	
			Freight	.00
			Total	36,713.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

REVIEWED
By Oscar Garza at 3:30 pm, Aug 15, 2012

CC30943 2WD Crew Cab Long Box, 1LT, SRW	$38,015.00	$0.00	$38,015.00
CK30943 4WD Crew Cab Long Box, 1WT, SRW	$38,020.00	$0.00	$38,020.00
CK30943 4WD Crew Cab Long Box, 1WT	$38,550.00	$0.00	$38,550.00
CK20743 4WD Crew Cab Standard Box, 1LT	$39,305.00	$0.00	$39,305.00
CC20753 2WD Extended Cab Standard Box, LTZ	$39,370.00	$0.00	$39,370.00
CK30953 4WD Extended Cab Long Box, 1LT, SRW	$39,380.00	$0.00	$39,380.00
CK20943 4WD Crew Cab Long Box, 1LT	$39,500.00	$0.00	$39,500.00
CC20953 2WD Extended Cab Long Box, LTZ	$39,565.00	$0.00	$39,565.00
CC30943 2WD Crew Cab Long Box, 1LT	$39,565.00	$0.00	$39,565.00
CK31043 4WD Crew Cab Chassis Cab, 1LT	$39,595.00	$0.00	$39,595.00
CC30953 2WD Extended Cab Long Box, LTZ	$40,540.00	$0.00	$40,540.00
CK30953 4WD Extended Cab Long Box, 1LT	$40,685.00	$0.00	$40,685.00
CC30953 2WD Extended Cab Long Box, LTZ, SRW	$40,800.00	$0.00	$40,800.00
CK30743 4WD Crew Cab Std Box 1LT SRW	$40,970.00	$0.00	$40,970.00
CK30943 4WD Crew Cab Long Box, 1LT, SRW	$41,165.00	$0.00	$41,165.00
CC20743 2WD Crew Cab Standard Box, LTZ	$42,040.00	$0.00	$42,040.00
CC20943 2WD Crew Cab Long Box, LTZ	$42,235.00	$0.00	$42,235.00
CK20753 4WD Extended Cab Standard Box, LTZ	$42,520.00	$0.00	$42,520.00
CK20953 4WD Extended Cab Long Box, LTZ	$42,715.00	$0.00	$42,715.00
CK30943 4WD Crew Cab Long Box, 1LT	$42,715.00	$0.00	$42,715.00
CC30743 2WD Crew Cab Std Box LTZ SRW	$42,735.00	$0.00	$42,735.00
CC30943 2WD Crew Cab Long Box, LTZ, SRW	$42,930.00	$0.00	$42,930.00
CC30943 2WD Crew Cab Long Box, LTZ	$43,275.00	$0.00	$43,275.00
CK30953 4WD Extended Cab Long Box, LTZ	$43,690.00	$0.00	$43,690.00
CK30953 4WD Extended Cab Long Box, LTZ, SRW	$43,950.00	$0.00	$43,950.00
CK20743 4WD Crew Cab Standard Box, LTZ	$45,190.00	$0.00	$45,190.00
CK20943 4WD Crew Cab Long Box, LTZ	$45,385.00	$0.00	$45,385.00
CK30743 4WD Crew Cab Std Box, LTZ SRW	$45,885.00	$0.00	$45,885.00
CK30943 4WD Crew Cab Long Box, LTZ, SRW	$46,080.00	$0.00	$46,080.00
CK30943 4WD Crew Cab Long Box, LTZ	$46,425.00	$0.00	$46,425.00

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)
1LT	LT1 Equipment Group	$0.00	$0.00	$0.00
1LZ	LTZ Equipment Group	$0.00	$0.00	$0.00
1WT	Work Truck Equipment Group	$0.00	$0.00	$0.00
PCM	Interior Plus Package w/AZ3 Cloth w/o ZW9 (Crew/Ext)	$1,015.00	$0.00	$1,015.00
	Interior Plus Package w/AZ3 Cloth; w/ ZW9 (Extend / Crew)	$920.00	$0.00	$920.00
	Interior Plus Package w/AZ3 Cloth; w/o ZW9; (Reg Cab)	$820.00	$0.00	$820.00
	Interior Plus Package w/AZ3 Cloth w/ ZW9 (Reg Cab)	$725.00	$0.00	$725.00
	Interior Plus Package w/AZ3 Cloth; Chassis Cab	$725.00	$0.00	$725.00
	Interior Plus Package w/A95 or Leather w/o ZW9 (Crew/Ext)	$720.00	$0.00	$720.00
	Interior Plus Package w/ A95 or Leather w/ZW9 (Extend / Crew)	$625.00	$0.00	$625.00
	Interior Plus Package w/A95 or Leather, Chassis Cabs	$430.00	$0.00	$430.00
PCW	Convenience Package	$860.00	$0.00	$860.00
	Convenience Package w/o UG1	$740.00	$0.00	$740.00
	Convenience Package w/o UD7	$610.00	$0.00	$610.00
	Convenience Package, w/o UD7 & UG1	$490.00	$0.00	$490.00
PDF	LTZ Plus Package Single Rear Wheel	$725.00	$0.00	$725.00
	LTZ Plus Package w/ VYU or CF5	$605.00	$0.00	$605.00
	LTZ Plus Package Dual Rear Wheels w/o VYU / CF5	$585.00	$0.00	$585.00
	LTZ Plus Package Dual Rear Wheels w/ VYU /CF5	$465.00	$0.00	$465.00

Additional Options

Option Code	Description		Price	D/H(b)	MSRP(c)
Dealer Installed					
PDC	On The Job Package	incl. bed liner, rail protectors, tie down hooks	$495.00	$0.00	$495.00
RW1	Bed Rail Protectors		$150.00	$0.00	$150.00
♦ **SB7**	**Chrome Decal, Z71**	*****PRICE TO FOLLOW*****	**$0.00**	**$0.00**	**$0.00**
♦ **SB9**	**Chrome Decal, 4x4**	*****PRICE TO FOLLOW*****	**$0.00**	**$0.00**	**$0.00**
VAV	Floor Mats - All Weather	Reg Cab	$69.00	$0.00	$69.00
VAV	Floor Mats - All Weather	Extended / Crew	$145.00	$0.00	$145.00
VBN	Bed Rug-Bed Cover		$454.00	$0.00	$454.00
VBP	Tonneau Cover-Hard Folding-Premium Cloth Cover	Standard Box	$966.00	$0.00	$966.00
VBP	Tonneau Cover-Hard Folding-Premium Cloth Cover	Long Box	$1,015.00	$0.00	$1,015.00
VBR	Bed Mat-Rubber		$133.00	$0.00	$133.00
VMK	Cargo Management Rails		$340.00	$0.00	$340.00
VML	Sliding Bed Divider		$325.00	$0.00	$325.00
VMM	Overhead Rack / Bed Divider		$595.00	$0.00	$595.00
VPB	Tonneau Cover-Soft		$477.00	$0.00	$477.00
VQG	Protection Package	w/ PDC	$234.00	$0.00	$234.00
VQG	Protection Package		$384.00	$0.00	$384.00
VQT	Tonneau Cover-Hard Folding-Base Vinyl Cover	Standard Box	$866.00	$0.00	$866.00
VQT	Tonneau Cover-Hard Folding-Base Vinyl Cover	Long Box	$915.00	$0.00	$915.00
VXH	6" Tubular Chromed Assist Steps	Reg Cabs	$610.00	$0.00	$610.00
VXH	6" Tubular Chromed Assist Steps	Crew/Extended Cabs	$689.00	$0.00	$689.00
VXJ	3" Tubular Chromed Assist Steps		$495.00	$0.00	$495.00
VZV	Overhead Utility Rack		$855.00	$0.00	$855.00
VZX	Skid Resistant Bedliner		$365.00	$0.00	$365.00
VZZ	Aluminum Toolbox		$541.00	$0.00	$541.00
W04	Wheel Theft Deterrent		$212.00	$0.00	$212.00
Engine/Transmission Equipment:					
LGH	Duramax 6.6L Diesel		$7,195.00	$0.00	$7,195.00
LML	Duramax 6.6L Diesel		$7,195.00	$0.00	$7,195.00
MW7	Allison 6-Speed Automatic Transmission		$1,200.00	$0.00	$1,200.00
V10	Grille Cover, Cold Weather		$55.00	$0.00	$55.00
Exterior:					
A60	Locking Tailgate with EZ Lift	Fleet Only	$95.00	$0.00	$95.00
AJ1	Glass - Tinted	Regular Cab	$100.00	$0.00	$100.00
AJ1	Glass - Tinted	Extended Cab	$150.00	$0.00	$150.00
AJ1	Glass - Tinted	Crew Cab	$200.00	$0.00	$200.00
DF2	Mirrors, High-Visibilty Camper		$70.00	$0.00	$70.00

		Style				
	DPN	Camper Style Mirrors	w/ 1LZ	$55.00	$0.00	$55.00
	DPN	Camper Style Mirrors	w/ 1LT	$240.00	$0.00	$240.00
	T96	Fog Lamps	Fleet Only	$140.00	$0.00	$140.00
	TRW	Roof Mounted Lamp Provision		$30.00	$0.00	$30.00
	U01	Lamps, Smoked Amber Roof Marker		$55.00	$0.00	$55.00
	YF2	Ambulance Package		$355.00	$0.00	$355.00
◆	**ZW9**	**Pickup Box Delete**	**3500 w/o JL1 / Z82**	**($1,120.00)**	**$0.00**	**($1,120.00)**
◆	**ZW9**	**Pickup Box Delete**	**2500 & 1LZ w/o JL1 / Z82**	**($1,120.00)**	**$0.00**	**($1,120.00)**
◆	**ZW9**	**Pickup Box Delete**	**2500 & 1LZ & JL1; 3500 w/ JL1**	**($920.00)**	**$0.00**	**($920.00)**
	ZW9	Pickup Box Delete	2500 1WT/1LT	($665.00)	$0.00	($665.00)
Interior:						
	A48	Window, Power Rear Sliding		$250.00	$0.00	$250.00
	A95	Front Bucket Seats w/Cloth		$995.00	$0.00	$995.00
	A95	Front Reclining Bucket Seats - Leather		$1,795.00	$0.00	$1,795.00
◆	**AG1**	**6-Way Power Driver Seat**		**$295.00**	**$0.00**	**$295.00**
◆	**ASF**	**Side Curtain and Seat Mounted Side Impact Air Bag**		**$395.00**	**$0.00**	**$395.00**
	AU3	Power Door Locks w/Remote Keyless Entry	Regular Cab	$405.00	$0.00	$405.00
	AU3	Power Door Locks w/Remote Keyless Entry	Extended Cab	$445.00	$0.00	$445.00
◆	**AZ3**	**Front Split Bench Seats - Leather**		**$1,095.00**	**$0.00**	**$1,095.00**
	B30	Carpeting, Color Keyed		$100.00	$0.00	$100.00
	BG9	Vinyl Floor Covering		$0.00	$0.00	$0.00
	C49	Rear Window Defogger		$175.00	$0.00	$175.00
	CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00
	DD8	Inside Rearview Mirror - Auto-Dimming	2500	$60.00	$0.00	$60.00
◆	**KB6**	**Heated / Cooled Front Seats**		**$650.00**	**$0.00**	**$650.00**
◆	KB6	Heated / Cooled **front Seats**		**$650.00**	**$0.00**	**$650.00**
	U2J	XM Radio Delete	Fleet Only	($100.00)	$0.00	($100.00)
	U2K	XM Satellite Radio	w/ 1WT	$195.00	$0.00	$195.00
	U42	Rear Seat Entertainment System	w/1LZ	$1,480.00	$0.00	$1,480.00
	UE0	OnStar Delete	&FLT/GAM	($85.00)	$0.00	($85.00)
	UE1	OnStar	w/ 1WT	$295.00	$0.00	$295.00
	UPF	Bluetooth for Phone Package	1LT w/ Fleet or GAM	$175.00	$0.00	$175.00
	UPF	Bluetooth For Phone Package	1WT	$230.00	$0.00	$230.00
	UQA	Bose Premium Sound System		$500.00	$0.00	$500.00
	US8	AM/FM Stereo w/ CD Player	w/ 1WT	$170.00	$0.00	$170.00

	UUN	AM/FM Stereo w/ 6-Disc & USB Port	w/ 1LZ	$300.00	$0.00	$300.00
	UVC	Rear View Camera System		$450.00	$0.00	$450.00
	UYS	Navigation		$2,250.00	$0.00	$2,250.00
Mechanical:						
	G80	Locking Rear Differential		$325.00	$0.00	$325.00
	GT5	4.10 Ratio Rear Axle	excludes CC30903 w/SRW	$100.00	$0.00	$100.00
	GTY	Wide-Track Rear Axle		$190.00	$0.00	$190.00
	JL1	Brakes, Trailering		$200.00	$0.00	$200.00
	K05	Engine Block Heater	w/o LGH / LML	$75.00	$0.00	$75.00
	K76	Dual 125 AMP Alternator	w/o VYU	$270.00	$0.00	$270.00
	KW1	160 Amp Alternator	w/o VYU	$75.00	$0.00	$75.00
	N2L	Front Fuel Tank Delete	Chassis Cabs	($50.00)	$0.00	($50.00)
	N2M	Rear Fuel Tank Delete	Chassis Cabs	($100.00)	$0.00	($100.00)
	NZZ	Skid Plates		$150.00	$0.00	$150.00
	TP2	Battery, Heavy Duty		$135.00	$0.00	$135.00
	UB7	Performance Package, Higher Payload		$595.00	$0.00	$595.00
	UF3	High Idle Switch		$200.00	$0.00	$200.00
	UY2	Wiring Provision		$35.00	$0.00	$35.00
	VYU	Snow Plow Prep Package	1WT/1LT w/o LGH/LML	$285.00	$0.00	$285.00
	VYU	Snow Plow Prep Package	1WT/1LT w/ LGH/LML	$495.00	$0.00	$495.00
	Z71	Off Road Suspension Package	1LT w/ VYU	$200.00	$0.00	$200.00
◆	**Z71**	**Off Road Suspension**	**w/o VYU**	**$295.00**	**$0.00**	**$295.00**
	Z82	H.D. Trailering Equipment	w/ 1WT or 1LT w/o G80	$455.00	$0.00	$455.00
	Z82	H.D. Trailering Equipment	w/ 1WT or 1LT & G80	$780.00	$0.00	$780.00
SEO Options:						
	5B5	Power Windows, Mirrors & Locks	Crew Cab	$593.00	$0.00	$593.00
	5B5	Power Windows, Mirrors & Locks	Regular Cab	$920.00	$0.00	$920.00
	5B5	Power Windows, Mirrors & Locks	Extended Cab	$999.00	$0.00	$999.00
	5H1	2 Additional Spare Keys		$45.00	$0.00	$45.00
	5H5	Fire Extinguisher		$40.00	$0.00	$40.00
	5H6	Safety Reflector Triangle Kit		$40.00	$0.00	$40.00
◆	**5Q1**	**Tail Lamp Delete**		**($23.00)**	**$0.00**	**($23.00)**
	5V1	Carrier with Spare Wheel - No Tire		$118.00	$0.00	$118.00
◆	**5Z4**	**Spare Wheel and Carrier Delete**		**($42.00)**	**$0.00**	**($42.00)**
	6C5	Battery, Single 730 CCA		$57.00	$0.00	$57.00
	6P3	Mirrors, Camper: Power Remote		$243.00	$0.00	$243.00
	7Z1	High Note Horn		$20.00	$0.00	$20.00
	8F2	Ornamentation Delete		$0.00	$0.00	$0.00
	8Q3	**Rear Seat Delete**		**($304.00)**	**$0.00**	**($304.00)**
	8S3	Back-Up Alarm		$138.00	$0.00	$138.00
◆	**8V2**	**Jack and Tools Delete**		**($18.00)**	**$0.00**	**($18.00)**

G80 quote has 395.00

quote has 230.00 for JL1

	8X1	Label, Fasten seat Belts		$2.00	$0.00	$2.00
	9B9	Governor, 70-MPH		$10.00	$0.00	$10.00
	9L3	Spare Tire Delete		($45.00)	$0.00	($45.00)
	9L4	Power Supply, 12 Volt		$172.00	$0.00	$172.00
	9M4	Decal and Nameplate Delete, Tailgate		$0.00	$0.00	$0.00
	9R1	Pickup Box Decal Delete		$0.00	$0.00	$0.00
◆	**9R4**	**Body Side Molding Delete**		**$0.00**	**$0.00**	**$0.00**
	9S1	Driver and Front Passenger Vinyl Seats		$0.00	$0.00	$0.00
	9U3	Seats, Individual Cloth		$0.00	$0.00	$0.00
	9U5	Tail Lamp, Single Bulb		$0.00	$0.00	$0.00
	AU0	Keyless Remote Door Lock	w/ 5B5	$240.00	$0.00	$240.00
	SFW	Back-UP Alarm Calibration		$10.00	$0.00	$10.00
◆	TGK	**Special Paint w/o 9V*/9W***		**$300.00**	**$0.00**	**$300.00**
Wheels/Tires:						
	PYP	17" Chrome Clad Wheels		$310.00	$0.00	$310.00
	PYS	20" Forged Polished Aluminum	w/ 1LZ	$850.00	$0.00	$850.00
	PYS	20" Forged Polished Aluminum	w/ 1LT	$1,395.00	$0.00	$1,395.00
	PYT	18" Painted Steel Wheels		$295.00	$0.00	$295.00
	PYV	18" Forged Polished Aluminum	w/ 1LT	$545.00	$0.00	$545.00
	QFC	LT265/60R20E All Terrain	w/ PYS	$0.00	$0.00	$0.00
	QGM	All Terrain BW Tires	w/ DRW	$150.00	$0.00	$150.00
	QGM	All Terrain BW Tires	C*20**3	$200.00	$0.00	$200.00
	QWF	LT265/70R18E AS BW	w/ PYT / PYV	$0.00	$0.00	$0.00
	QXT	All Terrain BW Tires		$200.00	$0.00	$200.00
	QZT	All Terrain Blackwall	1 ton models	$150.00	$0.00	$150.00
	RS7	17" Forged Polished Aluminum Wheels	3500 1LT	$575.00	$0.00	$575.00
	ZGM	Spare Tire, All Terrain BW	w/ ZW9	$382.00	$0.00	$382.00
	ZHQ	Spare Tire All Season BW	w/ ZW9	$334.00	$0.00	$334.00
	ZQO	Spare Tire,Highway	C*30**3 w/ ZW9 or C*31**3	$382.00	$0.00	$382.00
	ZWF	Spare Tire, All Season	& ZW9	$360.00	$0.00	$360.00
	ZXT	Spare Tire All Terrain BW	w/ ZW9	$382.00	$0.00	$382.00
	ZZT	Spare LT235/80R17E All Terrain	w/ ZW9 or Chassis Cab model	$382.00	$0.00	$382.00

REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

Manufacturer's Suggested Retail Prices. Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

(HGAC)PRICE VERIFICATION

A44	Caldwell Chevrolet	2500	CC20743	Chevrolet 2500 2WD, Crew Cab 153.7" WB, 6.0L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment	$21,675.00

2012 Chevrolet Silverado Heavy Duty Pickup

2012 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE WITH START OF 2012 MODEL YEAR PRODUCTION

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	GM P
CC20903	2WD Regular Cab Long Box, 1WT	$28,800.00	$0.00	$28,800.00	$27,072.00	$26,208.00	$2
CC31003	2WD Regular Chassis Cab, 1WT	$29,560.00	$0.00	$29,560.00	$27,786.40	$26,899.60	$2
CC31403	2WD Regular Chassis Cab, Long Wheel Base, 1WT	$29,735.00	$0.00	$29,735.00	$27,950.90	$27,058.85	$2
CC30903	2WD Regular Cab 1WT, SRW	$30,160.00	$0.00	$30,160.00	$28,350.40	$27,445.60	$2
CC20753	2WD Extended Cab Standard Box, 1WT	$30,830.00	$0.00	$30,830.00	$28,980.20	$28,055.30	$2
CC30903	2WD Regular Cab 1WT	$30,940.00	$0.00	$30,940.00	$29,083.60	$28,155.40	$2
CC20953	2WD Extended Cab Long Box, 1WT	$31,025.00	$0.00	$31,025.00	$29,163.50	$28,232.75	$2
CC20903	2WD Regular Cab Long Box, 1LT	$31,405.00	$0.00	$31,405.00	$29,206.65	$28,264.50	$2
CC31003	2WD Regular Chassis Cab, 1LT	$31,710.00	$0.00	$31,710.00	$29,490.30	$28,539.00	$2
CK20903	4WD Regular Cab Long Box, 1WT	$31,755.00	$0.00	$31,755.00	$29,849.70	$28,897.05	$3
CC31403	2WD Regular Chassis Cab, Long Wheel Base, 1LT	$31,885.00	$0.00	$31,885.00	$29,653.05	$28,696.50	$3
CC30903	2WD Regular Cab 1LT, SRW	$32,495.00	$0.00	$32,495.00	$30,220.35	$29,245.50	$3
CK31003	4WD Regular Chassis Cab, 1WT	$32,710.00	$0.00	$32,710.00	$30,747.40	$29,766.10	$3
CC20743	2WD Crew Cab Standard Box, 1WT	$32,830.00	$0.00	$32,830.00	$30,860.20	$29,875.30	$3
CK31403	4WD Regular Chassis Cab, Long Wheel Base, 1WT	$32,885.00	$0.00	$32,885.00	$30,911.90	$29,925.35	$3
CC20943	2WD Crew Cab Long Box, 1WT	$33,025.00	$0.00	$33,025.00	$31,043.50	$30,052.75	$3
CK30903	4WD Regular Cab Long Box, 1WT, SRW	$33,115.00	$0.00	$33,115.00	$31,128.10	$30,134.65	$3
CC31043	2WD Crew Cab Chassis Cab, 1WT	$33,180.00	$0.00	$33,180.00	$31,189.20	$30,193.80	$3
CC30953	2WD Extended Cab Long Box, 1WT, SRW	$33,235.00	$0.00	$33,235.00	$31,240.90	$30,243.85	$3
CC30953	2WD Extended Cab Long Box, 1WT	$33,530.00	$0.00	$33,530.00	$31,518.20	$30,512.30	$3
CK20753	4WD Extended Cab Standard Box, 1WT	$33,785.00	$0.00	$33,785.00	$31,757.90	$30,744.35	$3
CK30903	4WD Regular Cab Long Box, 1WT	$33,895.00	$0.00	$33,895.00	$31,861.30	$30,844.45	$3
CC30903	2WD Regular Cab 1LT	$33,910.00	$0.00	$33,910.00	$31,536.30	$30,519.00	$3
CK20953	4WD Extended Cab Long Box, 1WT	$33,980.00	$0.00	$33,980.00	$31,941.20	$30,921.80	$3
CC20753	2WD Extended Cab Standard Box, 1LT	$34,000.00	$0.00	$34,000.00	$31,620.00	$30,600.00	$3
CC20953	2WD Extended Cab Long Box, 1LT	$34,195.00	$0.00	$34,195.00	$31,801.35	$30,775.50	$3
CK20903	4WD Regular Cab Long Box, 1LT	$34,555.00	$0.00	$34,555.00	$32,136.15	$31,099.50	$3
CK31003	4WD Regular Chassis Cab, 1LT	$34,860.00	$0.00	$34,860.00	$32,419.80	$31,374.00	$3
CC30743	2WD Crew Cab Std Box 1WT SRW	$34,870.00	$0.00	$34,870.00	$32,777.80	$31,731.70	$3
CK31403	4WD Regular Chassis Cab, Long Wheel Base, 1LT	$35,035.00	$0.00	$35,035.00	$32,582.55	$31,531.50	$3
CC30943	2WD Crew Cab Long Box, 1WT, SRW	$35,065.00	$0.00	$35,065.00	$32,961.10	$31,909.15	$3
CC30943	2WD Crew Cab Long Box, 1WT	$35,595.00	$0.00	$35,595.00	$33,459.30	$32,391.45	$3
CK30903	4WD Regular Cab Long Box, 1LT, SRW	$35,645.00	$0.00	$35,645.00	$33,149.85	$32,080.50	$3
CK20743	4WD Crew Cab Standard Box, 1WT	$35,785.00	$0.00	$35,785.00	$33,637.90	$32,564.35	$3
CK20943	4WD Crew Cab Long Box, 1WT	$35,980.00	$0.00	$35,980.00	$33,821.20	$32,741.80	$3
CK31043	4WD Crew Cab Chassis Cab, 1WT	$36,135.00	$0.00	$36,135.00	$33,966.90	$32,882.85	$3
CC20743	2WD Crew Cab Standard Box, 1LT	$36,155.00	$0.00	$36,155.00	$33,624.15	$32,539.50	$3
CK30953	4WD Extended Cab Long Box, 1WT, SRW	$36,190.00	$0.00	$36,190.00	$34,018.60	$32,932.90	$3
CC30953	2WD Extended Cab Long Box, 1LT, SRW	$36,230.00	$0.00	$36,230.00	$33,693.90	$32,607.00	$3
CC20943	2WD Crew Cab Long Box, 1LT	$36,350.00	$0.00	$36,350.00	$33,805.50	$32,715.00	$3
CC31043	2WD Crew Cab Chassis Cab, 1LT	$36,445.00	$0.00	$36,445.00	$33,893.85	$32,800.50	$3
CK30953	4WD Extended Cab Long Box, 1WT	$36,485.00	$0.00	$36,485.00	$34,295.90	$33,201.35	$3
CK30903	4WD Regular Cab Long Box, 1LT	$37,060.00	$0.00	$37,060.00	$34,465.80	$33,354.00	$3
CK20753	4WD Extended Cab Standard Box, 1LT	$37,150.00	$0.00	$37,150.00	$34,549.50	$33,435.00	$3
CK20953	4WD Extended Cab Long Box, 1LT	$37,345.00	$0.00	$37,345.00	$34,730.85	$33,610.50	$3
CC30953	2WD Extended Cab Long Box, 1LT	$37,535.00	$0.00	$37,535.00	$34,907.55	$33,781.50	$3
CC30743	2WD Crew Cab Std box, 1LT SRW	$37,820.00	$0.00	$37,820.00	$35,172.60	$34,038.00	$3
CK30743	4WD Crew Cab Std Box 1WT SRW	$37,825.00	$0.00	$37,825.00	$35,555.50	$34,420.75	$3
CC30943	2WD Crew Cab Long Box, 1LT, SRW	$38,015.00	$0.00	$38,015.00	$35,353.95	$34,213.50	$3
CK30943	4WD Crew Cab Long Box, 1WT, SRW	$38,020.00	$0.00	$38,020.00	$35,738.80	$34,598.20	$3
CK30943	4WD Crew Cab Long Box, 1WT	$38,550.00	$0.00	$38,550.00	$36,237.00	$35,080.50	$3
CK20743	4WD Crew Cab Standard Box, 1LT	$39,305.00	$0.00	$39,305.00	$36,553.65	$35,374.50	$3
CC20753	2WD Extended Cab Standard Box, LTZ	$39,370.00	$0.00	$39,370.00	$36,614.10	$35,433.00	$3

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	UPF	Bluetooth For Phone Package	1WT	$230.00	$0.00	$230.00	$202.40	$19
	UQA	Bose Premium Sound System		$500.00	$0.00	$500.00	$440.00	$42
	US8	AM/FM Stereo w/ CD Player	w/ 1WT	$170.00	$0.00	$170.00	$149.60	$14
	UUN	AM/FM Stereo w/ 6-Disc & USB Port	w/ 1LZ	$300.00	$0.00	$300.00	$264.00	$25
	UVC	Rear View Camera System		$450.00	$0.00	$450.00	$396.00	$38
	UYS	Navigation		$2,250.00	$0.00	$2,250.00	$1,980.00	$1,91
Mechanical:								
	G80	Locking Rear Differential		$325.00	$0.00	$325.00	$286.00	$27
	GT5	4.10 Ratio Rear Axle	excludes CC30903 w/SRW	$100.00	$0.00	$100.00	$88.00	$8
	GTY	Wide-Track Rear Axle		$190.00	$0.00	$190.00	$167.20	$161
	JL1	Brakes, Trailering		$200.00	$0.00	$200.00	$176.00	$17
	K05	Engine Block Heater	w/o LGH / LML	$75.00	$0.00	$75.00	$66.00	$6
	K76	Dual 125 AMP Alternator	w/o VYU	$270.00	$0.00	$270.00	$237.60	$22
	KW1	160 Amp Alternator	w/o VYU	$75.00	$0.00	$75.00	$66.00	$6
	N2L	Front Fuel Tank Delete	Chassis Cabs	($50.00)	$0.00	($50.00)	($44.00)	($42
	N2M	Rear Fuel Tank Delete	Chassis Cabs	($100.00)	$0.00	($100.00)	($88.00)	($85
	NZZ	Skid Plates		$150.00	$0.00	$150.00	$132.00	$12
	TP2	Battery, Heavy Duty		$135.00	$0.00	$135.00	$118.80	$11
	UB7	Performance Package, Higher Payload		$595.00	$0.00	$595.00	$523.60	$50
	UF3	High Idle Switch		$200.00	$0.00	$200.00	$176.00	$17
	UY2	Wiring Provision		$35.00	$0.00	$35.00	$30.80	$2
	VYU	Snow Plow Prep Package	1WT/1LT w/o LGH/LML	$285.00	$0.00	$285.00	$250.80	$24
	VYU	Snow Plow Prep Package	1WT/1LT w/ LGH/LML	$495.00	$0.00	$495.00	$435.60	$42
	Z71	Off Road Suspension Package	w/ VYU	$200.00	$0.00	$200.00	$176.00	$17
	Z71	Off Road Suspension	w/o VYU	$295.00	$0.00	$295.00	$259.60	$25
	Z82	H.D. Trailering Equipment	w/ 1WT or 1LT w/o G80	$455.00	$0.00	$455.00	$400.40	$38
	Z82	H.D. Trailering Equipment	w/ 1WT or 1LT & G80	$780.00	$0.00	$780.00	$686.40	$66
SEO Options:								
	4GM	Tire, Spare LT265/70R18 On -Off Road	W/ E63	$19.00	$0.00	$19.00	$16.72	$1
	4GM	Tire, Spare LT265/70R18 On -Off Road	w/ ZW9	$305.00	$0.00	$305.00	$268.40	$25
	5B5	Power Windows, Mirrors & Locks	Crew Cab	$593.00	$0.00	$593.00	$521.84	$50
	5B5	Power Windows, Mirrors & Locks	Regular Cab	$920.00	$0.00	$920.00	$809.60	$78
	5B5	Power Windows, Mirrors & Locks	Extended Cab	$999.00	$0.00	$999.00	$879.12	$84
	5H1	2 Additional Spare Keys		$45.00	$0.00	$45.00	$39.60	$3
	5H5	Fire Extinguisher		$40.00	$0.00	$40.00	$35.20	$3
	5H6	Safety Reflector Triangle Kit		$40.00	$0.00	$40.00	$35.20	$3
	5Q1	Tail Lamp Delete		($23.00)	$0.00	($23.00)	($20.24)	($19

	5V1	Carrier with Spare Wheel - No Tire		$118.00	$0.00	$118.00	$103.84	$10(
	5Z4	Spare Wheel and Carrier Delete		($42.00)	$0.00	($42.00)	($36.96)	($35
	6C5	Battery, Single 730 CCA		$57.00	$0.00	$57.00	$50.16	$4E
	6P3	Mirrors, Camper: Power Remote		$243.00	$0.00	$243.00	$213.84	$20E
	7Z1	High Note Horn		$20.00	$0.00	$20.00	$17.60	$17
	8F2	Ornamentation Delete		$0.00	$0.00	$0.00	$0.00	$(
	8Q3	Rear Seat Delete		($304.00)	$0.00	($304.00)	($267.52)	($258
	8S3	Back-Up Alarm		$138.00	$0.00	$138.00	$121.44	$117
	8V2	Jack and Tools Delete		($18.00)	$0.00	($18.00)	($15.84)	($15
	8X1	Label, Fasten seat Belts		$2.00	$0.00	$2.00	$1.76	$1
	9B9	Governor, 70-MPH		$10.00	$0.00	$10.00	$8.80	$E
	9L3	Spare Tire Delete		($45.00)	$0.00	($45.00)	($39.60)	($38
	9L4	Power Supply, 12 Volt		$172.00	$0.00	$172.00	$151.36	$14E
	9M4	Decal and Nameplate Delete, Tailgate		$0.00	$0.00	$0.00	$0.00	$(
	9R1	Pickup Box Decal Delete		$0.00	$0.00	$0.00	$0.00	$(
	9R4	Body Side Molding Delete		$0.00	$0.00	$0.00	$0.00	$(
	9S1	Driver and Front Passenger Vinyl Seats		$0.00	$0.00	$0.00	$0.00	$(
	9U3	Seats, Individual Cloth		$0.00	$0.00	$0.00	$0.00	$(
	9U5	Tail Lamp, Single Bulb		$0.00	$0.00	$0.00	$0.00	$(
	9V5	Paint, Woodland Green		$0.00	$0.00	$0.00	$0.00	$(
	9V9	Paint, Doeskin Tan		$0.00	$0.00	$0.00	$0.00	$(
	9W3	Paint, Wheatland Yellow		$0.00	$0.00	$0.00	$0.00	$(
	9W4	Paint, Tangier Orange		$0.00	$0.00	$0.00	$0.00	$(
	AU0	Keyless Remote Door Lock	w/ 5B5	$240.00	$0.00	$240.00	$211.20	$20-
	SFW	Back-UP Alarm Calibration		$10.00	$0.00	$10.00	$8.80	$E
	TGK	Special Paint w/o 9V*/9W*		$300.00	$0.00	$300.00	$264.00	$25E
Wheels/Tires:								
	PYP	17" Chrome Clad Wheels		$310.00	$0.00	$310.00	$272.80	$26:
	PYS	20" Forged Polished Aluminum	w/ 1LZ	$850.00	$0.00	$850.00	$748.00	$72:
	PYS	20" Forged Polished Aluminum	w/ 1LT	$1,395.00	$0.00	$1,395.00	$1,227.60	$1,18E
	PYT	18" Painted Steel Wheels		$295.00	$0.00	$295.00	$259.60	$25(
	PYV	18" Forged Polished Aluminum	w/ 1LT	$545.00	$0.00	$545.00	$479.60	$46:
	QFC	LT265/60R20E All Terrain	w/ PYS	$0.00	$0.00	$0.00	$0.00	$(
	QGM	All Terrain BW Tires	1 ton	$150.00	$0.00	$150.00	$132.00	$12-
	QGM	All Terrain BW Tires	C*20**3	$200.00	$0.00	$200.00	$176.00	$17(

	SB9	Decal Kit - 4x4 Logo		$95.00	$0.00	$95.00	$83.60	$8(
	VAV	Floor Mats - All Weather	Reg Cab	$69.00	$0.00	$69.00	$60.72	$5E
	VAV	Floor Mats - All Weather	Extended / Crew	$145.00	$0.00	$145.00	$127.60	$12:
	VBN	Bed Rug-Bed Cover		$454.00	$0.00	$454.00	$399.52	$38E
	VBP	Tonneau Cover-Hard Folding-Premium Cloth Cover	Standard Box	$966.00	$0.00	$966.00	$850.08	$821
	VBP	Tonneau Cover-Hard Folding-Premium Cloth Cover	Long Box	$1,015.00	$0.00	$1,015.00	$893.20	$86:
	VBR	Bed Mat-Rubber		$133.00	$0.00	$133.00	$117.04	$11:
	VMK	Cargo Management Rails		$340.00	$0.00	$340.00	$299.20	$28E
	VML	Sliding Bed Divider		$325.00	$0.00	$325.00	$286.00	$27E
	VMM	Overhead Rack / Bed Divider		$595.00	$0.00	$595.00	$523.60	$50E
	VPB	Tonneau Cover-Soft		$477.00	$0.00	$477.00	$419.76	$40E
	VQG	Protection Package		$290.00	$0.00	$290.00	$255.20	$24E
	VQK	Molded Splash Guards		$179.00	$0.00	$179.00	$157.52	$15:
	VQT	Tonneau Cover-Hard Folding-Base Vinyl Cover	Standard Box	$866.00	$0.00	$866.00	$762.08	$73E
	VQT	Tonneau Cover-Hard Folding-Base Vinyl Cover	Long Box	$915.00	$0.00	$915.00	$805.20	$777
	VXH	6" Tubular Chromed Assist Steps	Reg Cabs	$610.00	$0.00	$610.00	$536.80	$51E
	VXH	6" Tubular Chromed Assist Steps	Crew/Extended Cabs	$689.00	$0.00	$689.00	$606.32	$58E
	VXJ	3" Tubular Chromed Assist Steps		$495.00	$0.00	$495.00	$435.60	$42(
	VZV	Overhead Utility Rack		$855.00	$0.00	$855.00	$752.40	$72E
	VZX	Skid Resistant Bedliner		$365.00	$0.00	$365.00	$321.20	$31(
	VZZ	Aluminum Toolbox		$541.00	$0.00	$541.00	$476.08	$45E
♦	**W03**	**Heated Seat Kit**		**$699.00**	**$0.00**	**$699.00**	**$615.12**	**$594**
	W04	Wheel Theft Deterrent		$212.00	$0.00	$212.00	$186.56	$18(
Engine/Transmission Equipment:								
	LGH	Duramax 6.6L Diesel		$7,195.00	$0.00	$7,195.00	$6,331.60	$6,11E
✓	LML	Duramax 6.6L Diesel		$7,195.00	$0.00	$7,195.00	$6,331.60	$6,11E
✓	MW7	Allison 6-Speed Automatic Transmission		$1,200.00	$0.00	$1,200.00	$1,056.00	$1,02(
	V10	Grille Cover, Cold Weather		$55.00	$0.00	$55.00	$48.40	$4E
Exterior:								
	A60	Locking Tailgate with EZ Lift	Fleet Only	$95.00	$0.00	$95.00	$83.60	$8(
	AJ1	Glass - Tinted	Regular Cab	$100.00	$0.00	$100.00	$88.00	$8E
	AJ1	Glass - Tinted	Extended Cab	$150.00	$0.00	$150.00	$132.00	$12:
	AJ1	Glass - Tinted	Crew Cab	$200.00	$0.00	$200.00	$176.00	$17(

AI-33999 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Adelco

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 10:20 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/31/2012 10:09 AM

Final Approval Date: 08/31/2012

AI-33905 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Roberto Figueroa

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/28/2012 04:35 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Aida Alvarez Started On: 08/28/2012 02:22 PM

Final Approval Date: 08/31/2012

AI-33915 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/28/2012 04:37 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Aida Alvarez Started On: 08/28/2012 03:47 PM

Final Approval Date: 08/31/2012

AI-33917 **Closed Session 20. F.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of De La Rosa Wrecker Service

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/28/2012 04:36 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Aida Alvarez Started On: 08/28/2012 04:09 PM

Final Approval Date: 08/31/2012

AI-33958 **Closed Session 20. G.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Guerrero

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:58 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Aida Alvarez Started On: 08/29/2012 04:23 PM

Final Approval Date: 08/31/2012

AI-34000 **Open Session 21. C.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Adelco

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 10:20 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Monica Badillo Started On: 08/31/2012 10:10 AM

Final Approval Date: 08/31/2012

AI-33906 **Open Session 21. D.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Roberto Figueroa

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/28/2012 04:35 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Aida Alvarez Started On: 08/28/2012 02:25 PM

Final Approval Date: 08/31/2012

AI-33916 **Open Session 21. E.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/28/2012 04:37 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Aida Alvarez Started On: 08/28/2012 03:49 PM

Final Approval Date: 08/31/2012

AI-33918 **Open Session 21. F.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of De La Rosa Wrecker Service

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/28/2012 04:36 PM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Aida Alvarez Started On: 08/28/2012 04:11 PM

Final Approval Date: 08/31/2012

AI-33959 **Open Session 21. G.**

CC REGULAR

Meeting Date: 09/04/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Guerrero

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:58 AM
Purchasing Department	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Aida Alvarez Started On: 08/29/2012 04:25 PM

Final Approval Date: 08/31/2012